

THE Hongkong Weekly Press

AND
China Overland Trade Report.

VOL. LXIV.]

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BIRTHS.

On October 30th, at Bella Vista, University Road, Bootle, Liverpool, Mr. J. A. TARRANT, of a daughter.

On November 16th, at Taiyuenfu, Shansi, the wife of L. R. O. BEVAN, of the Imperial University of Shansi, of a son.

On November 23rd, to Mr. and Mrs. F. M. BROOKS, Shanghai, a son.

On November 23rd, at Shanghai, to CHARLES and EDNA RIEVELEY, a son.

MARRIAGES.

On November 26th, at St. John's Cathedral, Hongkong, by the Rev. A. J. STEVENS, THOMAS, son of the late THOMAS ARNOTT, Killingworth Hall, Northumberland, to MURIEL, daughter of HANS GABRIEL OHLSSEN, Newcastle-on-Tyne.

On November 22nd, at Shanghai, RICHARD MILLARD, son of Capt. R. JOHNS, I.C.S.N. Co. to MABEL, third daughter of the late J. T. PARSONS, I.M. Customs, Shanghai.

On November 28th, at St. Peter's Seamen's Church, Hongkong, by the Rev. J. H. FRANCE, M.A., A. G. SMITH, master of s.s. *Loongsang*, to ROSSELLE B. MACK, daughter of John Arthur Mack, Esq., of Brighton, England.

DEATHS.

On October 20th, at Exmouth, Devon, THOMAS ARNOLD, aged 63 years.

On November 22nd, at Shanghai, ERNEST MORTIMER THOMAS.

On November 23rd, at Shanghai, JOHN L. ARNOUX, St. Georges.

Hongkong Weekly Press.

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ARRIVAL OF MAILS.

The French Mail of October 26th arrived, per the s.s. *Polynisien*, on Tuesday, the 27th November; and the English mail of 2nd November arrived, per the s.s. *Delhi*, on Thursday, the 29th November.

FAR EASTERN NEWS.

Attacks by armed robbers on railway trains in North China seem to be of common occurrence lately.

The *San Cheung*, sunk alongside the Leung Wing wharf, has been raised and towed to Yaumati.

The hull of the *Feungshen* has been so badly injured that she is not expected to leave the dock for about six weeks.

Mr. Edward S. Little, who has undertaken the organization of the Kiangpoh Relief Fund mentioned in our recent telegrams, is personally visiting Viceroy Tuan Fang at Nanking in the hope of obtaining his co-operation. There is no question at Shanghai that a very serious situation has arisen and motives of prudence no less than of humanitarianism make prompt and vigorous action necessary.

A *Daily Press* telegram dated Shanghai November 27th said:—At a confirmatory meeting of the Shanghai Dock and Engineering Co., Ltd., held to-day, lengthy speeches were delivered by Messrs. Nielsen, Gilbert, Reid and Keswick opposing the scheme [to dispose of part of the Company's property for the purposes of a Wharf and Godown Co.] which was carried on a poll of 23,238, against 2,723 votes.

The China Flour Mill Company's Mill was started on Nov. 17th after an interruption caused by its reconstruction and the installation of new machinery. Mr. Schaeff, on behalf of the General Managers, entertained a number of guests at the Mill during the afternoon, when a tour of inspection of the appliances and working of the Mill was made. The new engine is of 250 h.p. with a capacity for an output of 1,800 sacks of flour of 50 pounds per 24 hours.

It is notified in the *Gazette* that the following companies have been struck off the register:—The Shun Li Steamship Company, Limited, Swatow Chow Yung Kit Yung Steam Launch Company, Limited, Ban An Steamship Company, Limited, the two Kwongs Trading Company, Limited, Chang Su Ho Gardens, Limited, Shun On Steamboat Company, Limited, Yuen Wo Company, Limited, and the Newchwang Yee Hing Yuen Bean and Oil Company, Limited.

An interesting application was made at Shanghai Supreme Court by the Official Receiver, Mr. J. E. Bingham, for instructions on certain matters relating to F. Chapman's estate. The Official Receiver said he wished the Court to appoint the debtor manager of his affairs at a salary. He was of great assistance but was entirely without means, and unless some arrangement of this kind were made it would be very difficult to wind up the debtor's affairs.

By order of the mortgagee Mr. G. P. Lammert, auctioneer, on Nov. 26 offered for sale by public auction sections A, B, C and D and the remaining portion of Kowloon Inland Lot No. 51, with the premises thereon, known as Nos 112, 114, 116, 120 and 122 Station Street South and Nos. 117, 119, 121, 125 and 127 Temple Street South, Yaumati. The total area of this property is 8,258 square feet, and the Crown rent \$19.19. Mr. Lau Ching-ting was the purchaser of the lot, his bid of \$20,200 being the highest. The solicitors for the vendor were Messrs. Deacon, Looker and Deacon.

Hongkong news from Hanoi is interesting. *L'Avenir du Tonkin* publishes a letter from Hongkong, the writer of which remarks that members of the Tung Wah Hospital wished to send a telegram to Viceroy Shun asking him to visit Hongkong on his departure from Canton when they would thank him for his administration at Canton. But the Governor gave these men a severe reprimand for their conduct, adding that he would not permit such a thing. The correspondent while not wishing to discuss the matter (so he says), describes the incident as a public affront to the Chinese, which is resented both at Hongkong and Canton.

Shanghai continues to show progress in more than one way. The Velodrome International was opened there on Nov. 17th. It is 280 metres in circumference, and has a grand stand. The accommodation for those who participate in the races includes shower baths, and there is a bar for the use of the public. During the afternoon the highest speed made on the motor bicycles which were tested on the velodrome was 40 to 42 miles an hour, but in the course of the next few weeks machines of nearly double the speed are expected to arrive from home. The velodrome can be used by members for training with ordinary bicycles. The first international race is to take place in the middle of next month.

In the report and balance sheet of the Perak Sugar Cultivation Co., Ltd. the following paragraph appears: Working account for the thirteen months under review shows a profit of Tls. 44,223.92, which has been transferred to Profit and Loss Account; the latter account, after deducting interest on debentures and the Manager's commission of 2½ per cent on the working account balance, shows a balance of Tls. 36,935.24, which the Directors propose to divide as follow:—

A Dividend to Shareholders of 8% (Tls. 4.00 per share) ...	28,000.00
Carrying forward ...	8,935.24
Tls. ...	36,935.24

The *Japan Mail* gives the following complete results of the long distance competitive ride organized by the Japanese Military staff on the afternoon of the 10th instant, with the following results:—

	Horses	Time.	Expend.
Lt. Hasegawa's Party	104.06	hours...	1
Lt. Iida's	104.40	"	1
Lt. Nakajima's	105.32	"	3
Lt. Hirahara's	105.47	"	3
Lt. Yamanouchi's	106.55	"	4
Lt. Yukimura's	111.05	"	2

It should be clearly understood that the purpose of this ride was not simply to test the endurance of horses and riders. The affair was a reconnaissance, and tests of success were: (1) satisfactory scouting; (2) minimum expenditure of horse-flesh; and (3) celerity.

Bandmaster McKelvie, who was a popular and welcome personality at most functions in Hongkong, was not allowed to depart from the Colony without some tangible expression of the esteem in which he is held by the community and appreciation of the pleasure which he and the band of the Royal West Kent Regiment have given for a considerable time. On Nov. 28 Sir Francis Piggot and several local gentlemen went out to the transport *Soudan* and presented the genial bandmaster with a handsome silver cup. The ceremony was a hurried one, but it was none the less interesting. Sir Francis addressing Mr. McKelvie, said:—We could not let you go away without giving you some memento to show our appreciation of your services and the pleasure you have given to the community. You have given much pleasure to others and we hope you will always have pleasant recollections of your stay in Hongkong. Mr. McKelvie, in reply said:—Thank you very much. Whatever we have done in giving pleasure to others has been a pleasure to ourselves.—Good-byes were said and the launch cast off.

TRADES UNIONS IN BRITAIN AND CHINA.

(Daily Press, November 26th.)

The discussions with which the home papers teem, upon the subject of trade unions and the extraordinary powers which have been placed in their hands by recent legislation, are of special interest to those who have had an opportunity of watching the effects, in China, of the very system which has now obtained a recognised footing in England, and which is causing apprehension in the minds of many well informed persons. In China, the system of Guilds, Unions and labour combinations has existed from time immemorial. Such institutions have become a recognised element in social, commercial and political life. They have long been outside the power of the ordinary laws; and no attempt whatever is made now-a-days to restrain their action. Indeed it often enough happens that the Chinese authorities are glad to afford them their support, of course looking to a reasonable *quid pro quo* for the assistance thus rendered. The troubles which have arisen from arbitrary action of guilds are familiar and have been made the subject of treaty stipulations, but the clauses designed to prevent them have for the most part proved to be of very little service. The same kind of combination exists among the Chinese labouring classes and indeed almost in every direction; and the rules of the different workmen's Guilds are enforced by means of what we suppose may be called "peaceable picketing" with a rigour that might excite the envy of the staunchest trade unionist at home. The results of the system, however, are not very encouraging. It may be safely said that in no place is trade-unionism more rigidly carried out than in China, and in no place is there a larger number of what in any other country would be the "unemployed". The vast number of men in any given centre of the country who are ready to do anything for the means of scraping on from day to day is notorious. They do not, however, pose as unemployed and as mere objects for assistance either by direct charity or, by what is the same thing but slightly disguised, public works set on foot to relieve them. With the elasticity which is one of the Chinaman's characteristics, he manages to live where others would starve; but at best the life led by a vast number of men who are dependent upon their hands and muscles is a very poor affair, and would never be accepted by the class of men who form the unemployed in European countries. The practical lesson which is taught by the working of a trade union system in China is that while it may keep up wages artificially, its effect is to increase the number of men who are thrown out of regular employment, and, bearing this in mind, it may be much questioned whether the system is in reality so much to the benefit of the working classes as a whole as is generally assumed.

Of the danger of allowing any class to have privileges or powers outside the ordinary law of the country, the system in China affords innumerable examples. They do not as a rule come to the notice of Europeans but every now and then a case arises which shows the nature of the methods adopted—a man who goes counter to the rules is assaulted, thrown from a verandah to the street, or set upon in a tea shop to which he has been summoned to discuss the offence laid to his charge, or rather to receive sentence, as very little discussion is allowed in such cases. These amiable methods are apparently now being freely

adopted at home, not only against members of trade unions but as a means of inducing men to join such associations. The *Spectator*, which has all along been a strong supporter of the Liberal Government, has never hesitated to point out the seriousness of placing trade unions and all their doings practically above the law. That paper gives an account of an accident in the Rhymuey Valley where, it states, a campaign has been going to compel non-unionists to enter the Federation by methods which it mildly describes as "not far distant from terrorism". These methods were lassoing men and dragging them through the streets, bound with ropes and carried to Union meetings, while some have been dressed up in women's clothes and made a public spectacle. Could anything be more completely Chinese? Barring the women's clothes (a refinement which the celestials have not yet hit upon) it is precisely the mode in which those in China who venture to go against unions are treated. And this is what is called "peaceful persuasion." But the analogy does not end here. "The worst feature in the case has been" says the *Spectator*, "that there has been no attempt to curb the disorders on the part of those Apostles of Peace, the Labour Leaders." This is the natural result of placing any class of men actually above the law; and if things go on as they are, the mischief will not end here. Once let a mob get the upper hand and the result, as all experience shows, is that in the event of any disturbance, the sympathy of the masses is with those who go against law and order in place of being on the side of those who maintain it, and by degrees the spirit of fairplay, which has always characterised Englishmen, is certain to be undermined if the present state of things is allowed to continue. Mr. KERR Hardie, who rants about liberty, sees no invasion of the liberty of the non-unionist men who were bound and dragged along the streets. The whole of his sympathies are absorbed in the Chinese on the Rand whose contracts contain "servile conditions." It would be difficult for confirmed muddle-headedness to go further. That Trade Unions, if conducted with fairness and moderation, may be not only legitimate but of substantial use both to employer and employed, the paper from which we have quoted fully admits; but so far from its being desirable to give them special powers which place them legally above the Law (if we may be permitted the Irishism) the object of legislation should be in precisely the opposite direction, and should aim at restraining the undue exercise of the excess of power they already possess by virtue of combination. What Trade Unions should aim at is to induce men to join them by offering privileges and assistance to those who do so, which they would not accord to any who chose to keep without their pale. They have, however, hitherto gone upon the brute principle of using force both moral and physical against those who are not of their number, which is manifestly nothing more nor less than an invasion of individual freedom. That a British House of Commons could be found to give its sanction by a large majority to such a system, and in fact to strengthen it, is surely one of the most astounding things that has ever been done in the name of Liberty. It is enough to turn Mill in his grave.

We are informed that the official opening of the Chinese railway from Swatow to Chiuchow took place on Nov. 25th, when a crowded train made a successful trial trip. There was a considerable party of foreigners present, including some German naval visitors.

THE CROWN AGENT SYSTEM.

(Daily Press, 27th November.)

It is known that the exceedingly popular Governor of Hongkong, Sir MATTHEW NATHAN, fails to share the popular opinion of the Crown Agent system. If he were only in a position to share the views of another great man equally popular elsewhere—Sir FRANK SWETTENHAM, whose opinions were quoted in our issue of yesterday—it would be hard to find a rift in the lute of his esteem. We have no doubt whatever that Sir FRANK SWETTENHAM's bold and scathing denunciation of the system will score a bull's-eye in this and every Crown Colony. Our Singapore contemporary, the *Straits Times*, positively chortles at this Saul among the prophets. It has consistently "taken up a position of most determined hostility to the Crown Agents, and has resolutely maintained it, by showing the glaring inconsistencies and defects of the system, and by pointing out some of the painful effects that system has had upon the Colony." Although the local Governor, Sir JOHN ANDERSON, and some others, are expected to accuse it of having been rather too hard upon "these presumably intelligent and possibly amiable gentlemen," the Crown Agents, which fault, if it be a fault, this journal has to share, our contemporary recklessly rejoices over the support of so distinguished an official and so capable an authority as Sir JOHN ANDERSON's predecessor in the gubernatorial office. Our contemporary wants to distribute in pamphlet form Sir FRANK SWETTENHAM's testimony among the members of both Houses of Parliament, to inform the legislators and their constituents how completely the Crown Colonies are at the mercy of the "inroads of the Crown Agents." It is a good idea. It is true that the autocratic powers vested in the Crown Agents are quite out of line with the general principles of British government and administration, and that they depend for their semi-official position upon no greater security of tenure than that afforded by what in China is called "old custom." Officialism alone has given them their *cachet*; red tape only holds them to the giddy pedestal from which one spasm of common-sense in the Home country could hurl them to arise never more. It is a grateful contemplation, and if Sir FRANK SWETTENHAM's shrewd remarks bring the necessary public scorn and indignation nearer to the point of eruption, few will regret the emphasis that is being given to them. As our contemporary finally remarks, "every year, somebody in Parliament has a slap at this close oligarchy of monopolists; and, though they still retain their power and their 'unbalance-sheeted' revenue, such repeated attacks must tell in time upon them and ultimately induce the country to intervene and get rid of them. No establishment which exists as an official or semi-official institution, should be allowed to retain the full patronage of its appointments or escape the necessity of publishing an annual statement of account." Especially when, as Sir FRANK SWETTENHAM has pointed out, it is such an extravagant establishment, extravagant both in time and money, and so heedless of local criticism, so indifferent to results. Just as in the Federated Malay States the need for the proposed introduction of the Crown Agent system "must have been difficult to explain", so its continuance in the Crown Colonies, under such persistent protests, is a mystery toward the solution of which can only be offered such isolated but suggestive words as "influence", "squeeze", and the like. It is as well sometimes to turn our

attention from the mote in China's eye to the beam in Great Britain's. It may be an Empire on which the sun never sets, but nevertheless it has its shady corners; and Sir FRANK SWETENHAM, in helping to turn the searchlight on Whitehall Gardens, has deserved well of his fellow Colonials.

THAT BLESSED WORD "EDUCATION."

(Daily Press, 28th November.)

THE adage that every quarrel has two sides to it is inadequate, especially as it is often adapted to questions under debate, as well as to dispute. For general use in the debating sense, it would be better to remember it as meaning that every subject of debate has as many facets as a diamond; it may be that it has more. We have been struck by an article in the *Manila Cablenews* dealing with European and American objections to Chinese coolie labour, which article goes deeper than the average American writer in the neighbouring islands usually seems to venture. Yet we want to suggest, with all possible respect for our contemporary's analytical effort, that the subject of Chinese exclusion has still deeper depths it might have plumbed; or, returning to our opening platitude, that there are other facets deserving study. Noting preliminarily that the prejudice against Chinese cheap labour is not confined to American workmen, but that in Australia, South Africa, and in England itself the attitude towards it is much the same, our contemporary thinks to lay bare the real significance of all exclusion laws and ordinances by postulating that "the Western labourer is fighting to maintain his standard of living, his type of civilization against the standards of the Orient and the Asiatic manner of living". Here seems a sufficient text on which to issue the invitation, "Come, let us reason together", but we may as well quote the rest of the passage.

"In order to compete with the coolie in the open market the Western labourer must be able to subsist on the same cheap food and live in the same human warrens that suffice for the Oriental. To compete on these conditions, means the surrender of the Western manner of living and all that is most highly esteemed in Western civilization. So that the real struggle is broader than even national policies and economic conveniences. It is as deep as civilization itself. It is the young against the old, the West against the East, the modern against the ancient. The struggle is inevitable, inexorable and will be without quarter. All the present exclusive acts are mere makeshifts and only postpone for a time the greatest crisis."

Our contemporary goes on, retaining its not absolutely impregnable premiss that the standards and ideals of the twain are so far asunder, to argue that the West must not only conserve its own standards (as the Chinese wish to do) but that in militant, missionary ways it is its duty to foist them on the East. Before its eyes it sees death rates and birth rates, commercial prosperity and luxury, as objectives in themselves, rather than as concomitants of a goal. The immediate question is whether good social shooting requires constant aiming at the "bull", or whether these other sections of the target will be sufficient when the scoring comes to be reckoned. It is here, of course, that the sparkle of many facets should attract attention. There is even some vagueness as to the precise locality of the bull; or to suggest a quotation with which all Americans are familiar, there is an evident uncertainty which star we must hitch our waggon to, one comparatively low down and accessible, or the one highest in the zenith. Even

those ideals or standards of living referred to by our contemporary are less immutably defined than it appears to assume. What is the standard of the American or British labourer, especially of those labourers who subscribe to send missionaries to induce the Orient to change its standards? Have they not more than one? When they study and admire the Simple Life of THOREAU and of pure Christianity, and elect to send missionaries to educate the Chinese or Japanese, they forget that simplicity and contentment are inevitable commonplaces for the masses they would instruct. When they pass laws to exclude those who would come amongst them as living and practising exponents of simplicity and meekness, do they not set up another standard, vastly different and more sincerely striven for, than the nominal one which inspires their proselytizing zeal? A standard is essentially something unique. No man can live up to two standards; none can cut his one coat by two patterns. Yet that is what Christendom seems to be attempting. With the formula of one standard in mind, simplicity, contentment, happiness, they invade China with their programme of education, having first, it must be admitted, tasted their own medicine. Our contemporary admits that the coolie's tastes are too simple, his food too cheap, to admit him to compete with white workmen. Then the standard of living of the white workman cannot be that under which he sends forth missionaries to the heathen. It must be one involving "extras." We know too well that it is so. The European education of the masses has run to imitation luxuries, to artificial needs, such as cheap blouses and tinned pineapple. The standard of living of the civilized proletariat requires that the appearance of plutocratic refinement must be maintained. This involves cheapness, which in turn involves sweating, and so at the last, after all our well-meant efforts to lift the masses, we find a submerged tenth living practically on the same bare level as the coolie, so far as simple essentials are concerned, but with the supererogatory embarrassment of a false standard of living, one that cannot be lived up to. Yet we continue to send emissaries to preach the blessings of civilization to the Oriental coolie, and our own state is so perilous that when he talks of stepping in to see how we do it, we have to bar him out. It is impossible in a few words to demonstrate the hideous tangle we are in, the muddle we have made of our reform work. We have come to regard the word "education" as blessed, like the word "Mesopotamia", but we are not educating the masses to be happy. As a recent wit has it, we look to education to enable us to beat Germany in business. It has led us so far away from our nominal ideal, our pseudo-standard of living, that we have recently been trying to divorce our schools from our ethics. But both America and Britain still believe in simplicity and contentment—for others, and the stream of missionary teachers flows on to China. The coolie missionary who would come to them to live it, as well as teach it, has to be driven off. There is an International Society for the Protection of Workmen, which wants, inter alia, to abolish the use of white phosphorus in the manufacture of matches. Both Great Britain and Sweden, represented at the conference, declined to bind themselves to forbid it, whereupon another contemporary lucidly remarks:

"Unfortunately in this case the general interest of the state does not entirely coincide with that of the individual—the workman; and in this conflict, as generally happens, the weakest goes to the wall. The workman will for the time being still be sacrificed to the state as

representing the interests of national industry which are not always in accordance with those of the workers."

And it goes on to say, attribute! as usual by the Mesopotamian fascination of a thrice blessed word:

"Not until the proletariat is better educated will it be able to participate directly in the government of the state and enforce the consideration of its interests in national agreements."

So the civilized standard of living requires popular education, and even at the sacrifice of "the general interest of the state", including the match trade, we must go on giving it, free. Free! The blessing is compulsory—and we are intent on compelling the coolies of other lands to swallow it too. The Chinese and Japanese make matches, of a sort, without killing their proletariat with white phosphorus or Chicago canned chow, and we read that a match combine is being arranged to compete with them. The missionaries claim as one of their merits that they help to push foreign trade. No doubt they will help to push this. Then, when the coolie match-maker's occupation's gone, he will want to emigrate, and may be go to work where they make matches with white phosphorus. Happily they won't let him in. He would live—and die—making matches far too cheaply and so cheat his teachers' nationals of their inalienable privilege.

Here we stop, having suggested the possibility of the many other facets of this Chinese coolie question. That is all we set out to do. We have no advice to offer. We leave to our contemporary or to others, after reminding them of the complications, the task of unravelment.

WORLD'S TRADE.

(Daily Press, 29th November.)

Freetraders and Protectionists will be "given furiously to think"—those who are easily alarmed by statistics, not understanding their elasticity, may shudder—and others, blessed with a temperament to see the hidden bright side of things, will probably remain unperturbed, by the interesting "History of the World's Trade" recently issued by Dr. M. SCHMIDT at Berlin. Dr. SCHMIDT has been lumping facts and figures, adding deductions, and probably colouring the resultant product with his natural sympathies, but none-the-less he seems to offer a clear and fairly trustworthy idea of the modern tendency of the development of the chief commercial nations. Frenchmen will probably be divided into two parties of critics, for the erudite author names France as the country which has relatively advanced least in the race for the world's trade. Dr. SCHMIDT attributes this comparative business standstill to the purely protective policy of the French Government, which has rendered the nation, he says, a vast community supplying its own needs mainly by the work of its own population. The trade and commerce of Great Britain is admittedly still at a point far beyond that of all other competitors, and it is gratifying to have Dr. SCHMIDT's testimony that during the past century it showed a remarkable development. Both in volume of trade and in size of her merchant fleet, Britain "continues to remain on a pinnacle unattained by any other Power", as his translator puts it. But the optimism of a German critic varies from the optimism of a British patriot in ratio with the mileage dividing London and Berlin, as is natural. Dr. SCHMIDT holds, and he cites official returns to prove it, that that foremost position is not to be Britain's in perpetuity; the period for its enjoyment can almost be

calculated by figures. In the last few decades, Germany and America have climbed to the position of dangerous industrial competitors. This has a familiar ring, and we fancy it has been mentioned before more than once. However, Dr. SCHMIDT avers that competition with the United Kingdom is steadily becoming stronger, and that British trade, noticeably in the export of cotton and iron goods, is quite perceptibly losing ground. As a middleman or intermediary, JOHN BULL is also losing his prestige, and "although London is still the first port in the world"—the Herr Doctor has apparently not heard of Hongkong's claims—the monopoly of two hundred years is now hardly worth entering as an asset; its good-will must be heavily written down. We should have thought it had been amply depreciated of late, but no matter. Of Germany and her trade, our historian writes just as would be expected, and largely in consistence with the general German comment of the last two or three years. It shows, he says, a more magnificent development than any other commercial Power. Importing goods chiefly for her own consumption, and exporting chiefly her own products, Germany has managed to exactly double her trade during the last twenty-five years, the official figures giving the two extreme values respectively as equivalent to three hundred and six hundred million pounds sterling. "In the decade ending 1904 the value of German foreign trade has increased 66 per cent., that of Great Britain 38 per cent., the United States 59 per cent., and that of France 28 per cent. During the decade ending 1905 the transport facilities of the British merchant fleet increased 47 per cent., that of Germany 234 per cent., viz., from three and a quarter to seven and two-third million tons". In face of these mathematical marvels, it seems somewhat unreasonable of Dr. SCHMIDT to accuse his capitalistic nationals of lack of courage and enterprise in the matter of foreign and colonial investment, but he was impressed by the fact that in 1870 Germany held £500,000,000 worth of foreign securities, which figure had since risen to £800,000,000. On the whole, his conclusion, from the figures, is that the British Empire is unquestionably being ousted from its status of first commercial Power, and that Germany is to step into its shoes. So far as we have yet observed, the British Press has not been seriously overwhelmed by these disclosures.

THE FATAL MEDICAL EXPERIMENTS IN THE PHILIPPINES.

(Daily Press, 30th November.)

The definition of a doctor as "one who uses remedies about which he knows a little to cure diseases of which he knows less in bodies of which he knows nothing" is not our own; it is merely recalled by the telegram published to-day referring to a fatal medical experiment in the Philippines. For a long time REUTER has sent us nothing more interesting, and we have no doubt that throughout the Far East, if not throughout the world, the incident will be made the subject of all sorts of comment. There will be those who will speak or write bitterly of medical science; there will be many sentimental accusations of inhumanity; and there will be, we suppose, some who will take the will for the deed, and adopt the medical and official view of it. The first will say something sarcastic, like "Science discovers a new serum, and long before there is time to judge of its ultimate action, the doctors ask impatiently why the stupid,

sceptical people should not be forced to use it in the name of the common weal". The anti-vivisectionists and their kind will protest in horror that, not content with maiming dogs and rabbits, the high priests of science have begun to deliberately sacrifice human prisoners. The others will have to again resort to the Jesuitical justification that the end justifies the means. The three-cornered discussion will be none the less acrimonious because each point of view happens to have its own modicum of truth. Weighing the various arguments as we anticipate them, we are inclined to support the official view of the incident as it is reported in the telegram. As touching the faith we have in the future of inoculation, we would be glad to hear evidence how and why the cholera virus was allowed to become contaminated by bubonic plague, and to have expert opinions as to the liability of various serous preparations to catch and retain virulence of any sort. It might be reassuring to the public if the real amount of such risk were authoritatively indicated. Owing to our very lengthy law reports, and the arrival of new mail matter, we have not space to follow, as we had intended, the three lines of argument suggested by the incident of the telegram, which readers will themselves pursue, according to their inclinations. There are the pseudo-Comteans, who will denounce the doctors for meddling with Nature's plan of destroying the unfit; the sentimentalists, who will require a lot of persuasion before they will admit that it is as sensible to use criminals in this way as it is to convert refuse and rubbish into useful products; and the common or garden cynics, who will ostentatiously yearn for an antitoxin calculated to cure what they may call the deadly disease *Zelus-medicus*. On the question of fact, merely, it seems a pity that the neighbouring therapeutæ were not content with a preliminary test on one prisoner only, to avoid such possible mistakes. It would have been time, after thus making sure, to undertake the wider field of observation that we admit is necessary in such research. But we have no desire to throw the first stone at these soldiers of science: their mistake is, after all, less heinous than the mistake of a politician who precipitates a war; and the war they would wage, against disease, is an essentially moral war.

HONGKONG SANITARY BOARD.

A meeting of the Sanitary Board was held on November 27th at the Board Room. The Hon. Dr. J. M. Atkinson (president) presided, and there were also present Hon. Mr. W. Chatham (Vice-President), Lieut.-Colonel J. M. Reid, R.A.M., Dr. F. Clark, Medical Officer of Health, Hon. Mr. A. W. Brewin, Registrar General, Hon. Mr. F. J. Badesley, Captain Superintendent of Police, Dr. H. McFarlane, Assistant Medical Officer of Health, Hon. Mr. E. A. Hewett, Mr. A. Shelton Hooper, Mr. H. Humphreys, Mr. Lan Chu-pak, Mr. Fung Wa-chun and Mr. G. A. Woodcock (secretary).

SCAVENGING AND CONSERVANCY BYELAWS.

The committee appointed to consider the question of enforcing these bye-laws in the rural districts reported their opinion that the application of the bye-laws was limited by the wording of bye-law No. 1 to the City of Victoria, the hill district and the larger villages in the Colony, and that any district for which no provision of dust carts, dust bins, dust boats and conservancy boats had been made, was exempt from the operation of these bye-laws.

The PRESIDENT—I am advised that No. 1 of these bye-laws does not apply in the way that the committee think, and that the bye-laws which govern this question are Nos. 3 and 8. I

think it would be advisable to refer it back to the committee.

Mr. HOOPER—I take it that this is a legal opinion?

The PRESIDENT—That is so.

Mr. HOOPER—Then the legal opinion ought to accompany this.

The PRESIDENT—No. It has been ruled otherwise.

Mr. HOOPER—With all due respect to you, I think you are alluding to a document circulated amongst the members during your absence by the then P.C.M.O., and which was ordered to be laid before you on your arrival. That document was treated as confidential, but you are asking a committee of this Board to consider a question involving legal considerations without giving them the legal opinion. That is placing them in an anomalous position. I think you are misreading the instruction.

The PRESIDENT—I have been instructed not to make public any information given in this way by the Crown Solicitor. I don't think there can be any objection to the committee receiving such opinion. I will ask for instructions on the matter.

Mr. HOOPER—I think you are mistaken.

The motion was seconded by the VICE-PRESIDENT and carried.

TO ALTER THE HOUR OF MEETING.

The PRESIDENT, pursuant to notice of motion, moved: "That the time of the meetings of the Board be changed from 4.15 p.m. to 2.30 p.m."

Mr. HOOPER minuted—I quite agree with the President.

Mr. HUMPHREYS—2.30 p.m. does not suit me. The present time is much better, I should think, for all business men.

Hon. Mr. HEWETT—I cannot agree to give up an afternoon to the Sanitary Board meetings.

Mr. LAU CHU-PAK—The change is not convenient.

The DIRECTOR OF PUBLIC WORKS—I agree with the President.

The PRESIDENT—The Legislative Council meets at 2.30 p.m., and I think this time a much more suitable one for many reasons than 4.15 p.m. The Board meeting is held only once a fortnight and should not occupy more than an hour.

The PRESIDENT—As I have stated, this is a more convenient hour for many reasons. Of course, it occurs naturally to one that if one meets at 4.15 p.m. some of the meetings have to be protracted, and that means that we are practically kept beyond the usual office hours observable in the Colony. The Legislative Council meets at 2.30, and personally I should prefer the hour to be 2.30. In these days one never knows what is going to be sprung upon us, and one is much more fresh at 2.30 than at 4.15. If it is the wish of members I am quite willing to give way to the opinion of the majority.

The VICE-PRESIDENT seconded the motion.

Hon. Mr. HEWETT—I beg to move an amendment that the hour of meeting be as at present, 4.15 p.m. I quite understand, with all due deference to the official members, that it would be more convenient for them to do their official work during what are known as official hours. The majority of the Board are not official members; they are business men who have a great many calls on their time during ordinary business hours. But in a community such as this we are all called upon in our turn to do a certain amount of work for what we believe to be the general good, outside of office hours. I and, I believe, my unofficial colleagues, are in the same position; we have to give up a great part of our time to public work, and if business members were not prepared to come forward it would be a great misfortune to the Colony. I don't make that statement in the belief that if any of us were driven from the Board our places could not be filled by people here as capable as ourselves. Personally, I am not prepared to give up an afternoon once a fortnight to this work, and I don't think it is reasonable to ask business men to do so. I am quite prepared to give up my leisure time, but if this measure is forced upon us, all I can say is that I shall be very reluctantly compelled to represent the matter to H.E. the Governor, who has done me the honour to appoint me, and say that I can no longer serve on the Board. If you insist on carrying this out you will find it

very much harder to get unofficial members to serve on the Board. It is absurd that we should have to give up our business work to suit the convenience of a few official members. It may suit you, but not us, and I think in the end it would make a difference.

Mr. HUMPHREYS seconded the amendment.

Mr. HOOPER—I am sorry to find myself at variance with my unofficial colleagues, but I think Mr. Hewett has made a mistake when he says that by coming here at 2.30 it would deprive him of a whole afternoon.

Hon. Mr. HEWETT—I know my own business, Mr. Hooper!

Mr. HOOPER—I am not speaking of your business. I will speak for myself, and say it is much more convenient for me to be absent from my office from 2.30 till 3.15 than from 4.15 till 5 p.m. That is what I meant. I don't mean to be personal in anything. I think if the business men in the Colony were consulted, most of them would support me, because the majority of the directorates of eight of the twelve public companies in the Colony meet at noon or 2.30 p.m. That is sufficient answer to what my friend has stated. So far as the Government members are concerned, I don't think it is quite fair of the unofficials to say they are forcing it on them. I take it they (the officials) have got to work during office hours, and if they look upon this as work they are working *pro bono publico*. That is the greatest form of Government there is. I will support the motion.

Hon. Mr. HEWETT—The meetings of this Board, as Mr. Hooper knows perfectly well, very often run to two hours, sometimes over. They are very rarely less than an hour and a half.

Mr. HUMPHREYS—Mr. Hooper mentioned that all Board meetings took place before three o'clock—

Mr. HOOPER—I said nearly all of them.

Mr. HUMPHREYS—Those I am connected with meet after three.

Mr. HOOPER enumerated the Boards of various companies which he knew met before three.

Hon. Mr. BADELEY—This is a matter in which we should be guided entirely by the views of the majority of the unofficial members.

Hon. Mr. HEWETT—Mr. Fung Wa-chun is not here, but he is entirely of the same opinion as Mr. Humphreys, Mr. Lau Chu-pak and myself. It simply means that I shall be forced off this Board, and I don't wish to be.

The PRESIDENT—As the majority of the unofficial members are in favour of the amendment, I agree with Mr. BADELEY and will withdraw the motion.

A HEALTH QUESTION.

Mr. HUMPHREYS moved the suspension of the standing orders as he had a rather important question to bring forward.

Hon. Mr. HEWETT seconded, and members agreed.

Mr. HUMPHREYS—The other day it was reported to me that a very large quantity of human excreta was dumped in the nullahs by the side of the Military Hospital. I had that on good authority and went up yesterday evening to search for it, but couldn't find it, from which I gather that the stuff has since been removed. I should like to know whether the Board have any information on the subject, because there are several typhoid cases in the Military Hospital, and if their excreta were so dumped it would be a menace to the children of Hongkong.

Mr. HOOPER—While on the subject I may say that we found coolies dumping excreta in a nullah outside my house at 5.30 in the morning. I called the attention of the Medical Officer of Health to the fact, and in the course of a few hours the staff went up there and I am informed they removed four buckets of it. There is another four in the nullah now.

The PRESIDENT—It is practically impossible for our staff to inspect the whole of the nullahs in the Colony to see if this is going on. But, if it is brought to our notice, we will investigate it at once.

Hon. Mr. BADELEY—Or let me know.

COLONEL REID—There are only two cases of typhoid in the Military hospital at present, and all excreta from them is burned. It is a standing rule that all matter of that sort shall be burned.

APPLICATION FOR EXEMPTION.

The agent for Wing Shu-tak, owner of 315 Queen's Road West, applied for exemption from the Building Authority's notice 882 requiring the opening out of spaces for the premises of this house, as it had hitherto been exempted from so doing on account of the back of the building facing a private street.

The MEDICAL OFFICER OF HEALTH—I do not think that this house should be exempt from the provision of a yard. It has no yard at all but the back window of a kitchen looks into a lane. The Board has so far as I am aware, not granted exemptions hitherto in such cases.

Mr. HOOPER—I think this should be granted.

Mr. HUMPHREYS—Is the lane a Government or private lane?

Mr. LAU CHU-PAK—What is the width of the lane? In cases where there are lanes at the back, the provision of yards should not be insisted upon as it may endanger the stability of the buildings.

The REGISTRAR-GENERAL—Is the modification necessary?

The matter was deferred for consideration.

MODIFICATION OF REQUIREMENTS WANTED.

Mr. B. Brotherton Barker applied on behalf of Mr. Kwok Lok-wai, the owner of No. 18 Gough Street, for a modification of the requirements of subsection 3 of section 188 of the Public Health and Buildings Ordinance of 1903. The letter stated that the reason of the application was that the kitchen above the level of the roof was intended to be built to the height of the former kitchen, which had to be pulled down for the purpose of resumption by the Government, and was by this means forced upon his client who heretofore enjoyed the privilege.

The MEDICAL OFFICER OF HEALTH said he had visited the premises and failed to see any necessity for an additional kitchen on the roof. There was a kitchen on each floor and a separate kitchen even for the cookloft, and he could not recommend the modification applied for.

The REGISTRAR-GENERAL—I presume the owner got very good compensation for the back portion of his premises.

The VICE-PRESIDENT—The back portion of these premises was demolished by Government in carrying out the Mee Lun Lane improvement scheme. I think the owner has a fair claim to build to the former height.

The application was refused.

TO PRESERVE NOTES.

An application was made for permission to retain two cubicles on the second floor of No. 10 Reinacker Street, and in connection with the matter some members wrote their minutes in lead pencil.

Hon. Mr. HEWETT minuted—Notes by officials should be written in ink or indelible pencil, not in ordinary black lead pencil which can so easily be defaced by handling or time. I notice the Medical Officer of Health has taken to writing his minutes in pencil.

EXPERTS AGAIN DIFFER.

Samples of water taken from a well at 16 Gage Street were forwarded to the Government Analyst and Bacteriologist for examination and report. The former reported the water potable, and the latter non-potable.

Mr. HUMPHREYS—The Government Bacteriologist says the sample is non-potable, but he does not say it is dangerous to life. The closing of wells that are not actually dangerous to life is a doubtful expedient in view of the water supply being intermittent during the winter months, as the Chinese are thereby compelled to draw their supply from still more contaminated sources such as stagnant pools and polluted nullahs.

Hon. Mr. HEWETT—The surroundings of the well are reported to be very unsatisfactory. I gather from this the water may be contaminated through the soil, and think the covering over of the well will not of necessity keep the water pure. Unless stronger argument be brought forward in favour of the well being left open, it should be closed.

Mr. LAU CHU-PAK—I agree with Mr. Humphreys. This is another case in which the analyst does not agree with the bacteriologist. I wonder what the latter will say of the water from the mains. The well should not be closed.

The REGISTRAR-GENERAL—This well should be protected from contamination by being covered over and fitted with a pump.

The PRESIDENT moved that the well be closed.

Mr. HUMPHREYS—Do I understand that the Government Analyst said this water is potable?

The PRESIDENT—Yes, but the Bacteriologist says it is not. With reference to the chemical analysis, all depends when the water was collected. After a rainfall it might be seemingly good, but after the report of the Bacteriologist it would be folly to allow the well to remain open.

Hon. Mr. Hewett seconded the motion, which was agreed to.

OVERCROWDING.

The report of the overcrowding officer showed that 81 persons had been evicted during the month.

Mr. HUMPHREYS minuted—I am strongly of opinion that the movements of the ejected tenants should be watched and noted with a view to ascertaining the economic effect on the Colony.

Mr. LAU CHU-PAK—Have steps been taken to ascertain where those ejected have removed to?

The PRESIDENT—See No. 2 of the Cleansing bye-laws. The police might assist us in this matter.

The report was laid on the table.

THE RINDERPEST OUTBREAK.

The PRESIDENT reported that no fresh outbreak of rinderpest had occurred at Pokfulam, and that all the diseased cattle had been slaughtered.

SUPREME COURT.

Tuesday, November 27th.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

ALLEGED FALSE IMPRISONMENT.

Cheang Lai sued Cheong Tsui to recover \$1,000 for false imprisonment of the plaintiff.

Mr. E. P. H. Lang (of Messrs. Deacon, Looker and Deacon) represented the plaintiff, and Mr. C. F. Dixon (of Mr. John Hastings' office) the defendant.

Mr. Dixon—I have first, my Lord, a technical objection to take to my friend's cause of action. I submit he has misconceived his remedy in bringing this action for false imprisonment. If he has any right of action at all it should have been for malicious prosecution. Mr. Dixon then cited authorities.

His Lordship—Malicious prosecution is far harder to prove, as it is necessary to prove malice.

Mr. Dixon—But the action must be for malicious prosecution, not for false imprisonment.

His Lordship—Was an information sworn before the magistrate?

Mr. Dixon—I believe so, my Lord.

His Lordship—It does not say so here, and I directed that the statement of claim should be amended. With regard to the statement of partnership, you yourself at that time said you were partners.

Mr. Dixon—No; I said I was prepared, if you intended taking the action on that date, to admit that we were partners.

His Lordship—You had to, unless you didn't want to get into serious trouble. The plaintiff in this case admitted he was a partner?

Mr. Dixon—Yes.

His Lordship—Before the defendant admitted it; now he denies it.

Mr. Dixon—I understood there was never any admission by me, or any one on his behalf, that he was a partner.

His Lordship—He never appeared.

Mr. Dixon—No.

His Lordship—Well, he had better be careful what he says to-day.

Mr. Dixon—As I said to your Lordship before, in this business there are certain branches in which they are, and others in which they are not partners; and, in the certain charge with respect to embezzlement, they were not partners.

His Lordship—In original action 196, on an amended writ, judgment was given against two of them.

Mr. Dixon—My client tells me there was no partnership between himself and the plaintiff with regard to the monies which are the subject matter of this charge of embezzlement.

His Lordship—If you had told me that before I shouldn't have called for an amendment.

Mr. Dixon—I suggested it before.

His Lordship—Perhaps you will say he is not a defendant next?

Mr. Dixon—Apart from that question will you consider the case?

His Lordship—I will consider it and reserve that point.

Mr. Lang submitted he had nothing to prove, but on his Lordship's suggestion read the statements of claim and defence, the latter denying that plaintiff and defendant were partners in the action.

His Lordship—You've got to prove that. You had better put your client in the box.

Mr. Lang—He's not here.

His Lordship—Well, that being the case I'll give you Thursday morning.

Mr. Dixon—I should like to raise another point: that is, with reference to my friend having failed to give notice in writing of this intended action for false imprisonment.

His Lordship—I'll consider that point too. You (Mr. Lang) might consider these points, and you must have your client here on Thursday as there are three things you've got to prove or else you don't get your case.

Wednesday, November 28th.

IN ORIGINAL JURISDICTION.
BEFORE MR. A. G. WISE (PUISNE JUDGE).

PROTRACTED LITIGATION.

In the action Chan Wo, who possesses several aliases, and others against Chan Yam and others Mr. H. E. Pollock, (instructed by Mr. C. V. Dixon, from the office of Mr. J. Hastings) appeared for plaintiffs and Mr. M. W. Slade (instructed by Mr. F. P. Hett of Messrs. Brutton and Hett) appeared for defendants.

Mr. Pollock stated that the plaintiffs' claim was for \$4,258, a portion of a sum of moneys which were paid by a man called Mui Chan in settlement of Original action 73 of 1896 and 48 of 1897. In the former action the Wa Hing Leung firm obtained judgment against the Wa Tai firm for \$7,127. Consequent on that judgment and with a view to enforcing it, the Wa Hing Leung attached through the British Consul at Canton and through the Chinese authorities certain properties belonging to Mui Chan in satisfaction of that debt on the ground that he was a partner in that firm. As a counterblast Mui Chan brought the action 48 of 1897 against the Wa Hing Leung, asking for an injunction and \$15,000 damages in respect of the attachment of his property, asserting that the attachment had been obtained by some false representation. A considerable time afterwards, in October 1903, the two actions were settled by Mui Chan paying into Mr. Brutton's hands the sum of \$12,000. While the amount at stake in the present action was not large, the principle question was the terms of the agreement come to between the plaintiffs and the retiring partner of the Wa Hing Leung.

Mr. Pollock then called witnesses who gave evidence as to the agreement.

Thursday, November 29th.

IN BANKRUPTCY JURISDICTION.

BEFORE THE CHIEF JUSTICE (SIR FRANCIS PIGGOTT.)

CHUNG SHUN KOO'S BANKRUPTCY.

His Lordship gave judgment in the series of motions concerning the bankruptcy of Chung Shun Koo as follows:—

The unfortunate debtor in this case has been the victim of a perfect Comedy of Errors. Up to the time of judgment in the action brought by Mr. Ho Tung against him, the errors were of his own making. Since then they have been made by his opponents; and, having already seen the man in the

witness box, I am not at all surprised that the Trustee should have found him so upset as to be unable to give any coherent account of himself or his affairs. This judgment will dispose of some of those errors; but there is one final set of errors said to have been committed by the debtor and those who allege themselves to be his creditors which will have to be unravelled hereafter. Further, and as it were to complete the chain of error, I have the misfortune to take a view of the law applicable to the debtor's motion to discharge the order I made *ex parte*, which neither Counsel engaged in the case felt themselves able to support. Having given the matter very careful consideration I have come to the conclusion, for reasons which I will presently state, that a judgment creditor is not a secured creditor except in some special cases. I must work out the consequences of my view myself, and give judgment accordingly. But as it is perfectly possible that either party may feel aggrieved by this view, and may wish to appeal, I think it advisable to decide the points involved as they were argued. First, then, I will assume that a judgment creditor who has obtained a prohibitory order is a secured creditor. Mr. Ho Tung having on 25th June, 1906, obtained a judgment, and on 29th June, 1906, obtained a prohibitory order, when he came to prove his claim in the debtor's bankruptcy, swore on the usual unsecured creditor's form that he held no security, the fact that he was a secured creditor to the extent of the value of the property attached having gone out of his mind. It also escaped the recollection of his solicitor. From this mistake he sought to be relieved, on the ground of inadvertence. This application was made to me *ex parte* and the Trustee consenting. I made the order, which the debtor now seeks to set aside. The inadvertence of the solicitor being sworn to, I am willing to accept it so far as he is concerned: though the debtor is justified in reserving the right to ask for further evidence of the inadvertence of Mr. Ho Tung himself should it become necessary. But in the view that I take of the consequences of the mistake, it is unnecessary to go into this question; for he is not entitled to relief if his proof as an unsecured creditor has been prejudicial to the debtor, though I am bound to say I do not find the law applicable to the particular circumstances of this case very clear in the cases cited. In *exp. Clarke re Burr* (47 L. T. 232) the Judge undoubtedly lays down this principle: that a creditor who has voted and omitted to value his security ought always to be allowed to withdraw his proof, and to be relieved from being deemed to have surrendered his security unless he has elected really to abandon his security: that is, unless he has omitted to do that which he did omit, deliberately, and on purpose. If it has been done accidentally, he ought, on such terms as the Court may think fit to impose, to be relieved from the loss of his security. In that case it is true the creditor had voted, but his vote seems to have had no influence on the result of the meeting one way or another; and this being so, the principle is easy to be understood. This case seems to lay stress on the necessity of the creditor having acted advertently. But in *re Safety Explosives Co.* (1904 Ch. at p. 235) the same learned Judge, then L. J. Vaughan Williams, said that it was not disputed that an amendment of a proof ought not to be allowed if the position of the parties has been altered since it was put upon the file; and the same principle is alluded to in the judgment of North J. in *re Lester exp. Huddersfield Bank*. There also the creditor had voted; and the learned Judge said "No doubt . . . he might by his vote have succeeded in so altering the position of the Company that it would be unfair to say that he should be released from giving up what he has given up in consideration of securing the advantage which he had got by his vote . . . I do not find the vote really came to anything. The vote he gave did not alter the position of things so as to entitle the creditors to hold him to the vote for that reason." So it is clear that even if there has been inadvertence, if the effect of the vote has been to alter the debtor's position, the creditor will be held to it; with the result that he will be held to have abandoned his security; but I am disposed to add "unless things can be put straight." Now let us see what happened in

this case. If Mr. Ho Tung had voted at the creditor's meeting for his debt, less his estimated value of his security, the special resolution would have been passed. The figures are inclusive on this point. As to this there is a point in the procedure which was adopted by the Official Receiver, which I think needs improvement. He wrote on the minutes of the meeting—"Resolved as follows: Mr. S. Bisney, proxy for Mr. Ho Tung dissenting, that the debtor's proposal for a composition credit set forth above be accepted." This looks, and both Counsel for Ho Tung and I, at first, thought this meant that the resolution having been adopted, the condition of s. 18 (1) had been fulfilled, and that this was a "special resolution." But it was not. In order to be a "special resolution," it must be voted by three fourths in number and value of those present and "entitled to vote." This condition was not satisfied, some of the claims having been disallowed for the purpose of voting, because the creditors were not present either in person or by proxy. But it would have been satisfied if Mr. Ho Tung had not voted for the full amount of his debt. He has, therefore, by his vote prevented the special resolution from being passed. With regard to the Official Receiver's procedure I think it would be better that the fact should be noted whether or not the requirement of s. 18 (1) has been complied with. But it was said that even if it had been passed the scheme was not such as the Court would have approved. Now, see what follows:—The Trustee who was appointed on 13th Sept., 1906, immediately after the papers were handed over to him, proceeded as if the requirements of s. 18 (2) had not been complied with—that is that the resolution required the support of three quarters of the creditors "who have proved": this is expressly referred to in Mr. Lowe's affidavit of 1st November. He says "the reason why the scheme of arrangement mentioned in paragraph 4 of the debtor's affidavit (i.e. the scheme put to the creditor's meeting of 3rd August) was not proceeded with was because the scheme was not voted by a majority in number representing three quarters i value of the creditors who had proved." The figures do bear out this statement, and from this point of view Mr. Ho Tung's vote did not affect the proceedings. But it is a wrong point of view altogether as I have already shown. Mr. Lowe then proceeds to explain why he could not accept the scheme which the debtor had brought forward, giving a variety of reasons, many of which are certainly substantial reasons. But this scheme was propounded because the first scheme had been defeated by Mr. Ho Tung's vote. I cannot assume that the first scheme would have been objected to on the same grounds. I cannot even express decided opinion on it; but in reading the objections formulated by Mr. Lowe, the following observations occur to me:—He says that the deposit in the Bank proposed was not guaranteed. Chung Chim-kwai referred to in the scheme is, I understand, the same person as Chung Cheung-kwai who offered to pay the money in the first scheme. But the criticism does not necessarily apply to the proposal in the first scheme, because under that the 20 per cent. was to be paid by Chung Cheung-kwai, the debtor's brother, in the month of August. Mr. Lowe may have had objections to this, but I do not find any statement of them. The objections which are personal to the debtor, may perhaps have been advanced against the first scheme, but the "bribery" (i.e. the pointing out to the Trustee that it was to his personal interest to accept the scheme—and which, I need hardly say, was most reprehensible) occurred with regard to the acceptance of the new scheme, and might not have occurred at all if the old scheme had been adopted, or at least considered. And with regard to the allegations that the debtor did not disclose all his property, and that the Trustee had the greatest difficulty in obtaining any information from him about his affairs, what I said during the argument about the debtor's state of mind must not be understood to mean that I intend to palliate his conduct, but that the time has not arrived for me to deal with it. I adopt the words of the Trustee himself: "The debtor was so upset he could not exactly quite say": that was his unhappy position, all the way through, from the time of Mr. Ho Tung's action in this Court to his public examination.

and the worry of his mind was undoubtedly increased by the first scheme not going through. As to the debts of the other creditors not being valid debts, that undoubtedly would have been raised to the first scheme, but that is the subject of a special motion before me, and would have been dealt with then, as it will be dealt with now. The gist of the objections was undoubtedly the fact that the leasehold properties which were relied on to produce some, or the greater part, of the 20 per cent, formed the security which Mr. Ho Tung held in virtue of his prohibitory order. But this is blowing hot and cold. Mr. Ho Tung has by his vote as an unsecured creditor prevented a scheme from going to its second stage in which this fund would have been available, and he objects to the second scheme because he is a secured creditor, which would prevent the fund being available. An analysis of the objections raised by the Trustee to the new scheme shows conclusively that the position of the debtor was materially altered for the worse by the vote by inadvertence of Mr. Ho Tung as an unsecured creditor at the first meeting; and it is therefore impossible to let him amend his proof, unless an order could be made which would restore the *statu quo ante*. But all this is obviously dependent on whether the Trustee can succeed in knocking out the proof of some of the creditors who proved. If he does, then the figures on which the previous argument proceeds will be entirely altered, and the question of the conclusion of the proof would probably require further consideration. So much for this part of the case, regarded from the point of view of Mr. Ho Tung being a secured creditor. I now proceed to state my reasons for considering him not to be a secured creditor. Sections 30 to 32 of the Ordinance deal with "proof of debts," s. 31 treating of the rights and duties of secured creditors. Then two other subjects are dealt with "appropriation of assets," by sections 33 to 35, and "property available for payment of debts," by sections 36 and 37. Afterwards we come to another group of sections, 38 to 42, which are headed "effect of bankruptcy on antecedent transactions," of which s. 38 treats of the "restriction of rights of execution creditor" which follow s. 45 of the English Bankruptcy Act, 1883. This section lays down the important principle that a judgment creditor shall not be entitled to retain the benefit of an execution unless he has completed it before the date of the receiving order, and before notice of the bankruptcy petition; that is, he shall be entitled to retain it if he has completed it without notice of the petition. Then in the second subsection the meaning of "completing an execution" is given, which naturally varies according to the kind of execution resorted to. Now, on the face of this section there is nothing which links it on in any way with section 30, which deals with secured creditors; there is no word in either which refers to the other or, from which a reference to the other could be inferred. They deal with a different order of ideas: the first with creditors who hold unrealised securities; the second with creditors who have already enforced their claims to the full by process of law—its marginal note might well be *Beati possidentes*. The whole idea, however, centres round the fact that possession of the debtor's property has been obtained. Now I come to the different forms of execution—the different ways in which possession may be obtained. In some cases, owing to the nature of the property, possession cannot be obtained absolutely, but only figuratively. In the case of lands, it is by the attachment by prohibitory order with due registration in the Land Office. This is no less a form of execution than seizure and sale of moveables; but owing to the fact that the sale of lands is not so expeditious as the sale of goods and chattels, the execution is deemed to be completed by the attachment, which is the equivalent of seizure. There can be no difference in the application of the principle of the section to different kinds of property, which is required in order that a judgment creditor should retain what he has got is something to show that he has got it; something which has ousted the claim of the debtor, if not to his possession as owner, at least to his exercising his rights as owner. He is prohibited from dealing with it as owner, because in

the view of the law execution upon it is deemed to be completed; he has in fact been dispossessed. But it is said all this goes to show that in respect of lands against the owner of which a prohibitory order has been granted the judgment creditor is a secured creditor, because this creates a charge on the land, and therefore that this brings it within the definition of "secured creditor." This definition is "a person holding a mortgage, charge or lien on the property of the debtor or any part thereof as a security for a debt due to him from the debtor." No part of this definition fits on to the position of the judgment creditor dealt with in section 38. How can a person who has completed execution against a debtor be said to hold a security for a debt? Nor can the attachment by prohibitory order be said to be a charge on the land. A charge on land as a legal term means a burden imposed on land belonging to and in the possession of the owner which does not prevent him dealing with it, but which limits his power of dealing with it otherwise than as subject to the charge. But the completed execution is something much more than this; the seizure, or what is the same thing the attachment, has dispossessed him—the most effective token of his dispossession is the order prohibiting him from alienating it, and all other persons from receiving it. The Land Officer, whose learning in all the lore of his office I must here acknowledge, has drawn my attention to another aspect of the question. It was expressly provided by the statute—1 and 2 Vict. c. 110, s. 13, that a judgment should operate as a charge on real estate; and the intention that the judgment creditor should have a preference in bankruptcy in virtue of such charge if entered up one year before the bankruptcy is expressed in the proviso to the section. That Act is in force in the Colony as it was passed prior to 1845; but its effect is modified by the Land Registration Ordinance 1843, which requires it to be registered in the Land Office. In England the Act has been modified, and it is provided by 27 and 28 Vict. c. 112 s. 1, that judgments are not to affect any land until it has actually been delivered in execution, which it has been held did away with the charge, and assimilated the law affecting land to that affecting personality in respect of judgments. That Act is not in force in the Colony. The effect of this is that the judgment creditor has a charge on land if he has registered his judgment in the Land Office a year prior to the bankruptcy, but not otherwise; and if he never had a charge execution could not give it to him, for the very good reason that it gave him more than a charge—the possession of the land. I am therefore of opinion that Mr. Ho Tung was a judgment creditor entitled to retain what he had obtained, namely, the realization of his attachment on the debtor's lands, and that he was not to be treated as a secured creditor. His proof was defective because it was far too much, but neither the express provision which requires him to value his security, nor the penalty for voting for the whole of his debt, that he would be held to have abandoned his security, applies to him. I think I may fairly assume that Mr. Ho Tung would have valued his execution at \$19,500, the value he has put upon his so-called security; and therefore the order which must be made is that his proof be reduced by that amount, but without any forfeiture of the rights which he has acquired under his completed execution. This will restore the resolution passed at the first meeting of creditors, and as it is now a special resolution as required by law, the second meeting required by s. 18 (2 and 3) must be called. The question of costs I must deal with later. This order however must be in abeyance until I have considered the motion of the trustee calling on some of the creditors for further proof to substantiate their claims. I proceed now to consider the trustee's motion calling for further proof of the claims from certain creditors. Sir H. Berkeley insisted, and indeed persisted, that his motion was entitled to priority. But I am quite clear that although logic would seem to be on his side, there was no reason for departing from the usual practice of taking motions in priority according to their respective notices. And it was the more necessary in this case, because the Official Receiver had admitted the proofs, and therefore the

creditors were entitled to be heard on their motion as if they were bona fide creditors. The course I pursued moreover had the advantage of revealing certain misapprehensions in the bankruptcy practice—quite apart from the essential difference between the 1st and 2nd sub-sections of section 18, which I have already dealt with—which I have now to attempt to set right. These creditors were assumed all the way through to be recalcitrant, because they declined to comply with the trustee's request to substantiate their claims, replying that they had already been accepted by the Official Receiver; and no little invective was devoted to them, for assuming a position which, after very carefully considering all the arguments, I have come to the conclusion was a strictly legal one to assume. The practice of appointing a trustee, is I understand of rare occurrence, and the application of section 30 (9) to him does not seem to have as yet been considered by the Court. The words are—"subject to the power of the Court to extend the time, the Official Receiver or Trustee, shall, within 14 days after receiving a proof, either admit it, or reject wholly or in part, or require further evidence in support of it, and shall notify the decision to the creditors at the next general meeting." I may deal at once with the argument that these provisions are "directory," and are therefore not to be construed too strictly. I agree; but I understand the meaning of this to be that they are directions to an officer of the Court and that the consequences of slips on his part will not be pressed too hard against him, or rather against the persons whose rights are vested in him, if it is possible for the Court to set them right, the reason being that it is not advisable that people who are directly and pecuniarily interested in the Trustee's conduct of the proceedings should be prejudiced by errors which he may commit. "The Trustee has simply failed in his duty, that is all" (see Day J. in re Sissling, 53 L. J. 967). But this does not mean that therefore the express provisions of the statute are to be ignored, and the officer may act in complete disregard of them. The key to the position is the meaning of the words "receiving a proof." After the trustee had been appointed the Official Receiver handed over to him all the papers including the proofs which he had himself received, and it was treated as if the date of the trustee's receiving the proofs from the Official Receiver was the date from which the 14 days were to run. I am of opinion that this is wrong: "receiving a proof" means receiving it from the creditor, and is a technical expression used for fixing the date on which a creditor is said to have proved. This established, the rest follows easily. The Official Receiver and trustee are used in the alternative in this subsection as throughout the Ordinance; either of them may receive proofs, and thereupon within 14 days, may do what the sub-section enables them to do. Some proofs were received by the Official Receiver, and some by the trustee; and in respect of the proofs received by them respectively, either of them might have called on the creditors for further evidence, and either of them might admit or reject. There is nothing in the language of the sub-section which authorises the trustee to whom proofs admitted by the Official Receiver have been passed on, to act as a sort of Court of Appeal from the Official Receiver, and call for further evidence to substantiate them for the simple reason that the period has gone by. And so far as the trustee is concerned there is no "reception of proof" by him from which the time can run. When once the Official Receiver has admitted a proof the simple powers of the two officers are exhausted. I accept Sir H. Berkeley's final argument in reply to Mr. Slade, that where a trustee has been appointed, he is the successor in title of the Official Receiver; but that makes the point plainer, for a successor in title cannot exercise a second time rights which his predecessor in title has already exercised. And the same argument must apply to the power of the Court to extend the time; to extend the time to do what? To admit, or to reject, or to require further evidence. I do not think either of the officers, having exercised their power of admitting or rejecting a proof, could then come to the Court to extend the time—i.e. to extend the time to do a second time what they had

done, or failed to do, once already. There must be some limit. For the benefit of the creditors generally, the Official Receiver or the trustee is given a right of exercising a strict supervision over the claims of any individual creditors; but when once this supervision has been exercised the individual creditor is entitled to some protection also. His position cannot be affected vis a vis the officers who are carrying out the Bankruptcy proceedings by the fact that there has been a change in the officer, and a new brain has been brought to bear upon the investigation. If a new Official Receiver had been appointed, could he revise his predecessor's action? Undoubtedly not. Nor can a trustee who succeeds to the business of carrying on the bankruptcy. I have purposely omitted any reference to the English practice which is more elaborately defined, because I think the meaning of the sub-section is clear. But I think that the interpretation I have given brings the Colonial procedure into line with the home practice. But the question of interpretation settled, does it follow that the claims of creditors cannot be investigated, and further evidence to substantiate them not be required? By no means; but the duty of doing this then lies with the Court, which may be set in motion by the Official Receiver, or if he has passed on his functions, by the trustee. The English cases which deal with this branch of the case seem to be clear that when the powers of the Official Receiver or the trustee under the section have been exhausted, the application must be to the Court to expunge, and that there is no limit to the time during which this may be done. I shall treat the motion as if it were such an application. It will be advisable for the trustee to consider as to which of the claims he thinks it expedient to press the motion. I shall deal with the question of costs hereafter.

In reply to Sir Henry Berkeley, the Chief Justice said he would not deal with the question of costs until the whole action had been disposed of. With regard to Chan On's claim of \$62,000, the matter could be brought up with Chan On bringing an action against the trustee to recover.

Legal argument followed, at the close of which His Lordship said he would reserve his decision on the points raised.

APPLICATION TO DISCLAIM.

Another motion in the proceedings anent the bankruptcy of Chung Shun Koo was made by Sir Henry Berkeley, K.C., who applied to disclaim the lease made between the debtor and the Hongkong Land Investment Company as lessors. Mr. H. E. Pollock appeared for the Company.

Sir Henry Berkeley said the lease was made on the 14th June, 1905. It was to take effect on 1st February, 1906, and was for ten years. The lessee was adjudicated bankrupt on 13th September, 1906, and Mr. Lowe was appointed trustee on the same day. Messrs. Deacon, Looker and Deacon were employed by Mr. Lowe as his solicitors, and at that time the firm were also solicitors to the Land Investment Company. On the day after his appointment as trustee Mr. Lowe went to see his solicitors and informed them that he desired to disclaim this claim from the Land Investment Company and instructed them to give notice to the company and apply to the Court. The same day Mr. Deacon told Mr. Lowe that he had done as instructed and that the Secretary agreed that, pending any application to the Court for leave to disclaim, the Company would continue to hold the property, the nature of their holding to depend on the decision of the Court. The importance of that was that the Company had written to the debtor that they would not be ready till August, and an arrangement was made that rent should become due from 1st October. Mr. Lowe wrote reminding Messrs. Deacon, Looker and Deacon that through them he had given the Company notice, because in the meantime questions had arisen as to the notice. He was now going to ask the Court that in giving leave to disclaim, leave should have effect as from 30th September because, had the Land Investment Company been told at the first they would not recognise the disclaimer, "the lease had been in existence since June, 1905, and by the agreement made payment was not commenced until 1st October, 1906. The trustee wished to disclaim from the

30th September, because by the terms of the lease the money was to be paid in advance. The trustee informed the Company that they were going to disclaim before that time. The lease ought to be disclaimed and \$75 ought to be paid by the Land Investment Co. into a general fund, leaving the Company to make a claim to prove in bankruptcy for any loss they may have sustained by reason of the disclaimer. Proceeding, he remarked that the fact of Mr. Deacon acting for both parties was of considerable importance, because notice to the solicitor was notice to the client. If the Land Investment Company chose to employ the same solicitor as the trustee, and if the trustee did likewise, then each was bound by the notice given to the solicitor for the parties to communicate to them. On the facts disclosed the trustee need not come before his Lordship at all for leave. The notice given by the trustee through the solicitors on the 14th September was effective notice, and the Land Investment Company not having within seven days of the notice, given notice of their intention. Admittedly the notice was a verbal one, but the party receiving it having accepted it, a verbal notice was sufficient. Continuing, he said that the sum of \$7,250 was deposited by way of security with the Land Investment Company, but as the debtor never went into occupation of the premises, and as the trustee gave a disclaimer which was accepted by the Land Investment Company and on which the trustee had acted, he asked the Court that the disclaimer must take effect as a matter of good faith.

Mr. Pollock submitted that the bankruptcy rule referred to by his learned friend was not in force in the Colony. He referred to section 71 of the Bankruptcy Ordinance and contended that from the wording of that section it was clear that the intention of the Legislature was to make such parts of the Code of Civil Procedure as related in particular to enforcing judgments of the Court, or matters of that nature, applicable in bankruptcy, but they did nothing to bring into force in this Colony any rules as to matters already dealt with by the provisions of the Ordinance.

His Lordship—It seems to me rather an extension of language to say, where the Bankruptcy Ordinance says, the rules of the Court are to apply, for when you turn to the rules of the Court you find another section which says some other rules apply.

Mr. Pollock—I was going to submit that to your Lordship. One wouldn't call bankruptcy rules operating under the Home Act rules of Civil Procedure.

His Lordship—The difficulty I feel about the same thing is that if I agree to this amount going in, the whole must go in at once.

Mr. Pollock—I submit that sections 3 and 4 don't carry the matter any further. Section 4 clearly refers to ordinary practice in the Civil Procedure of Courts.

His Lordship—Has the point ever been decided?

Mr. Pollock—I'm not aware that it has.

Sir Henry—I don't know that it has ever been raised before.

His Lordship—I must consider it.

Mr. Pollock thought he would be able to show very strong reason for not applying the rules in this case. He asked his Lordship to compare subsection 3, section 48 of the Bankruptcy Ordinance and subsection 3, section 55 of the English Act of 1883, and said it was a general rule in the interpretation of statutes that where one section was copied from another, and where certain omissions were found, it was to be presumed that such omissions were intentional. He asked his Lordship to compare the two important omissions in these sections and submitted that those words were deliberately omitted by the Legislature with an object. Further, he submitted that there was no possibility of an effective disclaimer being made without the leave of the Court having first been obtained. The only disclaimer that could have any binding effect was one properly made under the Ordinance. He also contended that rents should be allowed his clients from October 1st to date, and that they were entitled to keep the bankruptcy open until the lease expired.

His Lordship—Keep it open for 10 years?

Sir Henry—Supposing it was a 999 years' lease?

Mr. Pollock—Technically, we could keep it open, but in such a case it would be a matter of arrangement.

Sir Henry contended, in view of authorities he quoted, that a security was not liable for any claim after the termination of the lease. Regarding the re-letting of the premises by the Land Investment Co., it seemed inconsistent that they should regard themselves as agents for his client.

His Lordship reserved his decision.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

ALLEGED FALSE IMPRISONMENT.

The case was concluded in which Cheang Lai claimed from Cheang Tsui the sum of \$1,000 damages for false imprisonment.

Mr. F. P. H. Lang (of Messrs. Deacon, Looker and Deacon) appeared for plaintiff, and Mr. C. F. Dixon (of Mr. John Hastings' office) for defendant.

His Lordship held that the claim should have been for malicious prosecution, not false imprisonment, and dismissed the action.

THE STRANDING OF THE "HEUNGSHAN."

MASTER ABSOLVED.

A Marine Court assembled at the Harbour Office on Nov. 27 to conduct an inquiry into the circumstances attending the stranding of the British ship *Heungshan* during the typhoon of September 18th. Lieut. C. W. Beckwith, R.N., Stipendiary Magistrate, presided, and the others constituting the Court were Commander E. Winthrop, R.N., H. M. Naval Yard; Mr. Harry Gankroger, master of the s.s. *Doric*; Mr. Thos. A. Mitchell, master of the s.s. *Sui Sang*.

The letter from Captain Morrison, captain of the *Heungshan*, and the warrant from H.E. the Governor for conducting the inquiry having been read.

The President said he proposed that the Court should inquire into three points: (1) Was the master justified in anchoring where he did; (2) was everything done after anchoring to prevent dragging; and (3) after the ship struck was everything done by the captain and officers to save life and property?

Captain Morrison said the *Heungshan* left Macao at 8 o'clock in moderate south west wind and rough sea. At 9.30 the wind increased, and a sudden squall carried away the upper awning. He kept the ship up to the wind to enable them to furl the awnings. Shortly after this the wind and sea increased to typhoon force accompanied by blinding rain, and he then altered his course to west and west by south. He kept that course until 10.20 when he decided to anchor. At that time he thought he was two or three miles to the west of Saichau. He slowed the engines, and anchored, letting go the starboard anchor with fifteen fathoms of chain, and afterwards let go the port anchor. He veered away his chain until he had 90 fathoms well outside on starboard anchor and 75 fathoms on his port anchor, there being about four fathoms of water. He tried to help her by steaming ahead with the starboard engine; and put the helm hard aport, hoping to bring her head up to her anchors. Owing to one of the awnings having been blown away, he could not manage this. At 10.40 finding his efforts to bring her head up towards her anchors he stopped the engine. The chief officer was stationed by the windlass carefully watching both cables to see if she dragged. By this time strong typhoon squalls, with blinding rain came from the west, the ship, still heading south, lying quietly. He came to the conclusion this was the effect of the flood tide making against the wind. This continued till 12.10, when in the midst of a terrific squall he saw rocks practically under the *Heungshan*, on her port helm. He believed she must have taken the rocks abaft her port quarter a few minutes before. As soon as he saw the rocks he put the engines full speed astern and then stopped them immediately as he found she had taken the reef and was hard and fast. As there seemed considerable panic among the Chinese passengers—some of whom were out on the

guard ready to throw themselves into water—he considered it advisable to get a line ashore. The Chief Officer volunteered to swim ashore with a heaving line and succeeded in reaching the shore, badly bruised and knocked about by the heavy seas. Ropes were got ashore, the second engineer, who had finished his duties in the engine room, assisting the Chief Officer. The Chief Engineer and himself passed the passengers by means of the ropes to the shore. A number fell off, and the chief officer and second engineer were busy in the water rescuing them. Two, however, were drowned, but that happened before the ropes were got ashore.

By the President—What size of anchors have you on the *Heungshan* and what length of chain have you?—Two patent anchors, Twenty-eight and twenty hundred weights, and chains to the extent of 120 fathoms for each anchor.

Are your anchors constantly worked and attended?—Constantly.

Who looks after them?—The Chief Officer attended them.

How far do you imagine you steamed after sighting Sauchau before you anchored?—I imagine I steamed two miles, making my estimate from Sauchau of about three and half miles.

Have you ever ridden out a typhoon before in the *Heungshan* or ships of that class?—Yes; but had no difficulty owing to anchor chains, although I had less chain out.

Commander Winstrop—When you found yourself on the reef did you notice how your cables were?—Yes both cables were about four points abaft the beam on the starboard beam, the port cable being under the bottom of the ship.

When you anchored you say you veered to 75 and 90. Had both cables then an equal strain?—Yes.

Captain Gaukröger—Did it appear to you when you left Macao that morning that you would be in for a typhoon?—There was no indication either by sky or barometer.

On which anchor did you have the 90 fathoms?—On the starboard anchor, which I think is the heavier.

You say the ship's head was to the south, the wind north west westerly, your anchors five points on the starboard bow south west. Did you have no indication that the ship was drifting?—No; I considered the tide was making against the wind, which would account for the ship lying quiet.

Captain Mitchell—Did you give the ship a sheer after dropping the first anchor?—No; I did not think it advisable as she was well astern of her anchor.

Mr. Grainger, chief officer, said they had six European passengers, 549 Chinese passengers and 57 of a crew on the *Heungshan* on the day in question. The glass was high and steady when they left Macao at 8 o'clock. His statement as to what happened corroborated that made by the master. He left the windlass shortly after 12 o'clock because he heard a bump. He had scarcely reached deck when the ship struck. Then he got all the sailors together and endeavoured to quieten the passengers, who were beginning to show signs of panic. The captain consulted him as to what should be done and he volunteered to go ashore with a line. The second engineer followed and assisted him to get several ropes ashore.

In reply to Commander Winstrop, witness said he had his hands on the cables after the ship anchored, but felt no jerk which would indicate that the ship was dragging.

Mr. Johnston, chief engineer, said the *Heungshan's* engines had a pressure of 125 lbs. on the morning of the 18th. That would give her a speed of thirteen knots. Witness gave evidence as to the working of the ship, and stated that when the water came in the water-tight doors were closed. The water came in through the stoke hole and drove the men out. As the water rose he deemed it advisable to blow off the steam to prevent an explosion.

The finding of the Court was:—

We find that the s.s. *Heungshan* of Hongkong, of which George Morrison, master mariner, was master, left Macao on 18th September, 1906, for Hongkong at 8 o'clock with a general cargo, six Europeans, 543 Chinese and 57 of a crew. The ship was full powered and well found. The weather was cloudy, with moderate N.W. breezes, the

barometer high and steady. At 9.30 a.m. the wind increased by a series of heavy squalls and the sea rapidly rose. The ship was then turned round to N.W. to assist in getting the awnings furled and the typhoon doors shut. At 9.30 the south end of Sauchau was seen bearing E.N.E., one and a half miles distant, the wind by this time having increased to typhoon force and accompanied by blinding rain, the ship then heading about west by south and steaming at full speed until 10.20 a.m. when the master thought it advisable to anchor. The engines were slowed down and both anchors were let go in a seamanlike manner with 90 and 75 fathoms of chain respectively, well outside the hawse pipe, and carefully attended to by the chief officer. The engines were worked for a considerable time to enable the ship's head to be brought to the wind, but without success. As the ship was lying easily to her chains the engines were stopped. We, the Court, are of opinion that the master was thoroughly justified in anchoring when and where he did; that, after taking into consideration the conditions of the weather and the impossibility of seeing through the blinding rain, and that after anchoring all due precautions were taken, the chains being carefully watched and no indication given by jerk or otherwise which it would be usual to expect, she must have dragged both anchors a distance of about three and a half miles when the ship took the reef; that everything was done by the master and officers to save life and property, special commendation being due to Mr. Grainger, chief officer, and Mr. Harvey, second engineer, in getting ropes ashore through the breaking sea and generally helping to rescue passengers who were washed from the ropes through the heavy waves. We, the Court, are of the opinion that it was largely due to the gallant exertions of these officers that only two lives were lost; and, taking into consideration the abnormal conditions under which the ship was navigated, the Court absolve master and officers from all blame.

In concluding the proceedings the Harbour Master said that was the third inquiry within a month.

THE RAILWAY WORKS AT KOWLOON.

AN INSTRUCTIVE RAMBLE.

Written for the *Daily Press*.

Those who delight in long rambles over the hills during the cool weather will probably not fail this season to include in their walks an excursion to the vicinity of the Lion's Head, on the Kowloon range of hills, where large gangs of coolies are starting work on the railway tunnel.

From Tai Kok Tsui a service line has been laid, a distance of probably a couple of miles, right up the valley to the point at which the tunnelling operations have been commenced. The shrill whistle of a locomotive echoing in the valley strikes the ear of the European like a sweet sound. The facetious describe the locomotive as "The Kowloon-Shamshui Express." It bears, however, the name "La Guaira," and is employed in drawing trucks loaded with earth from the cuttings to be deposited at points where embankments are in the making. To parody a western adage, it may be said that the hand that rocks the cradle—makes the railways in China, for there appear at a glance to be as many women as men employed on the excavating and embankment work. The huge granite boulders which abound in the hillocks surrounding the valley are laid under contribution in the construction of culverts, the granite being dressed for the purpose—an expense, it may be remarked, which is not an item in the construction of culverts on the Hongkong side of the harbour; it gives the work however a good appearance. Boulders are requisitioned also to be broken up, apparently for concreting purposes, and large lumps of broken stone are ready at the rail head for measurement and use.

On approaching the rail-head one suddenly comes upon the view of a little village in process of formation on the rising slopes of the hill—comfortable little bungalows for Europeans employed on the works, and sheds for various purposes. One shed houses an

engine used for the purpose of generating electricity, and wires are carried from it to the tunnel mouth, presumably to supply current for lighting purposes as the burrowing into the bowels of the mountain proceeds. Aware that work has been started on both sides of the range, the pedestrian will no doubt desire to ascend the mountain to obtain from the summit a view of the operations in progress on the other side.

The railway people have made a good path up the mountain which greatly facilitates the ascent. It is still, however, a stiff enough climb for the average man who follows a sedentary occupation six days out of the seven. But the view from the summit, which is about the height of Victoria Park, is worth the effort. Fertile valleys stretch out towards the sea on either side of the mountain range, and the view down the valley in the direction of Shatin and extending to the archipelago of islet rocks which stud Tolo Harbour is magnificent. At this season of the year, however, when the crops have been gathered in, the valleys are denuded of the rich green tints which make them so picturesque in the summer and autumn, and the eye ranges over an expanse of paddy field to seek the railway track beyond. A path zigzags down the mountain slope to the point where the train from Kowloon will by and bye emerge from a tunnel a mile and a third in length to speed along the line to Taiipo and Samohun. Boring operations have commenced simultaneously on both sides of the range. One can already discern from the top of the mountain, by noting little embankment works, the route of the line which will run along the base of the hills opposite, skirting the valley as far as the bend in the road leading up to Taiipo. And beyond this point right up to the boundary line of British territory, embankment work has been done, so that along the whole line of route there are very substantial signs of progress.

It remains to be added that it is possible to go by rickshaw from Tai Kok Tsui close up to the tunnelling works the road running for the greater part of the way parallel with the before-mentioned service line of railway.

DEATH OF MR. THOMAS ARNOLD.

We deeply regret to learn that news reached the Colony by Tuesday's mail of the death of Mr. Thomas Arnold, who for over twenty-two years ably filled the position of Secretary of the Hongkong, Canton and Macao Steamship Company, Limited. Mr. Arnold was previously with the firm of Augustine Heard & Co., (now defunct) and later established himself in the Colony as a public accountant and even during his long connection with the Steamboat Company Mr. Arnold's name figured on the yearly balance sheets of several local companies as an auditor. He was widely respected in the Colony, and when a year ago failing health obliged him to resign the Secretaryship of the Steamboat Company and leave the East, the Company marked their appreciation of his long and faithful service by granting him a year's pay as retiring allowance. Mr. Arnold had resided in the Colony since 1872. He died at Exmouth on October 20th, his age being 63.

TWO TYPHOON HEROES.

We understand that efforts are being made to secure public recognition of the gallantry and heroism displayed by Mr. E. H. Grainger, chief officer of the *Heungshan*, and Mr. Alex. Harvey, second engineer, when that vessel stranded during the disastrous typhoon. The former volunteered to go ashore with a line which he succeeded in doing, although much bruised by being buffeted and knocked by the heavy seas against the rocks. His noble example was followed by Mr. Harvey, and between them they secured the ropes by which the passengers were taken off the steamer. As many were washed from the ropes both men were busy in the water rescuing those in danger of drowning.

COMMERCIAL.

KOBE MARKET REPORT.

The Kobe Market Report, published under the direction of the Kobe foreign board of trade, and dated (Kobe) Hiogo, 15th November, 1906, has the following:—

IMPORTS.

Cotton.—American.—Since our last report quotations for "forward" have been on a downward tendency, and in consequence some business is reported. Middling is quoted at Yen 32.75. "Spot" business remains nominal at Yen 34.50. Indian.—Prices have declined somewhat in sympathy with American, although comparatively they may still be considered somewhat high. Fresh transactions are reported on a small scale. "Spot" continues dull. Best Branch, Yen 28.50; Yeothmal, Yen 23.50; Akola Khamguam, Yen 22.50; Bengal, Yen 21. Chinese.—An undercurrent of enquiry seems to be setting in for "spot" cotton, although transactions for the past fortnight have been small. The market closes for best "spot," Yen 29.75, and common, Yen 26. The high rate of silver still prohibits "forward" business. **Shirtings.**—Market quieter, higher prices at home restrict forward business, but a few sales in Greys and Whites are reported. **Cotton Goods and Fancies.**—A fairly good business going through. **Worsted and Wollens.**—A steady business has been done in the interval. **Window Glass.**—Stocks are heavy and still increasing. Buyers are holding back. **Metals.**—Market continues quiet. The high prices asked by manufacturers prevent forward business. **Sugar.**—Beet.—No change for the better. Quotation for German remains unaltered at Yen 15.20. Cane.—Hongkong Refined.—The Market continues stagnant, buyers showing no interest in Refined Cane Sugars.—Saka Refined.—No auction has been held since the 25th Oct. **Rice.**—There is a tendency towards lower rates.

EXPORTS.

Fish Oil.—Market firm at quotation but no transactions reported. **Copper.**—The Market is in an unsettled condition and only a few unimportant transactions have been reported. **Rice.**—Market strong. **Cotton Yarns.**—The Market is dull. Shanghai values are approximately 1 Tael lower than current quotations on this side and export business has in consequence been restricted. **Vegetable Wax.**—Owing to a sudden rise in the primary market the price for the refined article has advanced and the market closes firm. A few hundred cases have been settled in the neighbourhood of Yen 28.80. **Matting.**—Prices for stocks advanced smartly during the fortnight under review with a still firmer tendency. The continued demand for supplies enables manufacturers to dispose of their goods without difficulty at full prices. **Straw Braid.**—The harvesting of the rice crop has taken into the fields labour which is employed for plaiting braids, and in consequence supplies have been scarce. Prices are firmer with a steady demand for both Straw and Chip Plaits.

COAL.

Messrs. Hughes and Hough, in their Coal Report of 29th November, state that 17 steamers are expected at Hongkong with a total of 62,800 tons of coal. Since November 12th, 10 steamers have arrived with a total of 35,400 tons of coal. Quotations:—

Cardiff.....\$15.00 ex-ship, nominal.
Australian.....\$9.50 to \$9.75 ex-ship, quiet.
Yubari Lump...\$12.00 nominal.
Miki Lump...\$12.00 nominal.
Moji Lump.....\$7.00 to \$8.00 ex-ship, steady.
Moji Unscreened\$6.00 to \$7.00 ex-ship, steady.
Akaike Lump...\$9.00 to \$9.50 steady.
Bengal.....\$9.00 to \$9.50 nominal.

RAW COTTON.

HONGKONG, 30th November.—Small business at last quotations. Stock about 1,500 bales.
Bombay.....\$17.50 to \$20.50 per pcl.
Bengal (New), Rangoon
and Dacca 20.50 to 23.00 "
Shanghai and Japanese 24.00 to 26.00 "
Tungchow and Ningpo 24.00 to 26.00 "
Reported sales, 150 bags.

YARN.

Mr. P. Eduljee, in his Report dated Hongkong, 30th November, 1906, says:—After suspension of all operations for the past three months the market opened on the 19th instant, but as anticipated only a trifling business has been done at prices showing a decline of \$10 to \$12 in No. 10s, \$6 to \$9 in No. 12s, \$3 to \$8 in No. 16s, and \$3 to \$8 in No. 20s on those ruling in the middle of August last. These prices are for cash and prompt delivery, and cannot be accepted as indicating market values. Owing to the rate high of exchange

now ruling the loss in values will not much affect importers, who, although willing and anxious to meet buyers to any reasonable extent, are not inclined to accept the one-sided demands of the dealers. Deliveries show no improvement, and at the close a temporary lull is for the moment being experienced; but at the same time it must be admitted that the atmosphere is highly charged, and an unlucky spark may at any moment precipitate the inevitable crash before the advent of China New Year.

Sales of the interval aggregate 1,225 bales, arrivals amount to 10,761, unsold stock estimated at 105,000, and sold but uncleared goods in second hands 70,000 bales.

Local Manufacture:—Nothing doing.

Japanese Yarn:—A drop of \$2 to \$3 in prices has had the effect of inducing a small business, and 295 bales No. 20s have been reported sold at \$121 to \$126.

Raw Cotton:—The first shipment of New-Crop Bengal has arrived and samples placed on the market. The yield is larger but inferior in quality to that of last year, being full of yellow spots. A parcel of 75 bales has been taken up at \$21. Old cotton is quiet. In China kinds 80 bales Thoongchow were sold at \$24. Quotations are Indian \$19 to \$22, and China \$22 to \$25.

Exchange on India has taken a downward turn and closes weak to-day at Rs. 168½ for T.T. and 169 for Post. On Shanghai 72½ and on Japan 111½.

The undernoted business in imported and local spinnings is reported from Shanghai during the fortnight ended the 24th instant, viz:—

Indian:—More doing but at cheaper rates, prices showing a decline of 2 to 3 taels. Total sales amounting to 10,500 bales with an estimated stock of 150,000.

Japanese:—Sales of the interval aggregate 2,500 bales on the basis of Tls. 82 to 90 for No. 16s, and Tls. 92½ to 96 for No. 20s, the latter showing a decline of 2 to 3 taels.

Local:—No business is reported from first hands.

PIECE GOODS.

Messrs. Noel, Murray & Co.'s Report on the Shanghai Piece Goods Trade, dated Shanghai 22nd November, 1906, states:—The retrocession of Newchwang by the Japanese was not consummated on the 16th inst., and the date when it will be effected remains an uncertainty. It will be necessary for the Chinese authorities to come to some arrangement to refund at least a substantial part of what has been laid out on the development of the Settlement before the restoration of the place to their administration can be brought about, and that without encroaching on the customs revenue, so some considerable time is likely to elapse yet before the desired end is reached. The port is now practically closed for the winter and nothing further, beyond what reaches it via Ching-wan-tao, will be sent from here. During the closed months it is hoped the Manchurian question will be settled in a practical manner, and there seems to be no reason to doubt that it will be done. The Manchester market stiffened its back with the further advance in cotton, and some intrepid would-be operators have found out to their mortification the difference that exists between the ideas of the two markets is sixpence, eightpence and elevenpence per piece, according to weight, of plain Grey and White staple goods. At the same time it is just as well, for this market has advanced to 6d. for Mid-American and 9½d for Egyptian. The latest New York quotation for the former is 10.42 cents for January. The market is quite stagnant now and during the past few days deliveries have been almost nil. This is owing greatly to the dispute, as regards paying, between the local dealers and the Chefoo merchants, all the rest, apparently, having chipped in. There was some hope of it being arranged by the bankers, but the negotiations with them fell through. It is thought, however, that in a few days some satisfactory arrangement may be arrived at. It was expected that this dispute might possibly stimulate the auctions, but it does not look like it, prices both yesterday and to-day being decidedly on the weak side. Yarns are receiving a little more attention, but the Indian spinnings are very weak and it really looks as though holders were open to offers. Cotton is quiet with a lower tendency. The one-sided arrangement which the yarn dealers in Hongkong tried to make with the importers has, we understand, fallen through, and trade will now have to resume its normal course after an abortive attempt to control it. Under the present circumstances few are likely to have the temerity to indent for fresh supplies, while the low prices this side will surely not induce manufacturers to consign, so the stocks ought to

gradually become reduced. **Grey Shirtings.**—At the auctions prices have shown a very weak tendency for all weights, but with a certain amount of irregularity. For instance, in 8.4-lbs. this morning, one chop advanced a candareen and a half, while the rest declined from half a candareen to as much as nine. The heavier weights were steadier in comparison, especially the 13 and 14-lbs. goods. **White Shirtings.**—Common 64 reeds were steady, but the better makes and higher reeds were nearly all much weaker, as were the Irishes and T-Cloths. **T-Cloths and Jeans.**—One chop of 32-inch T-Cloths this morning advanced nearly a mace, but the other two declined six and a half candareens although all much the same quality, showing what a "chop" will do. Jeans were again irregular at auction, one chop going up and the other down. **Drills.**—There is a small demand for American at "give away" prices, and that is all that can be said for them. As one of the dealers remarked the merchants are cutting prices at every transaction, and of course as long as it succeeds they will go on doing so. We understand that some pepperells have been re-sold for shipment to Bombay, the buyer paying Tls. 4.05 and allowing the seller to collect the duty rebate. **Sheetings.**—These are very dull, no movement at all being reported. A quotation of 9s. 9d. for Pacolet 4 yard cloth gives some idea of the New York market. A further confirmation has been received of the news that all the mills in the States are engaged on the home trade for well into the coming year. **Cotton Flannels.**—There is a little demand, but like the rest of the goods the buyers want them cheap. **Fancy Goods.**—Privately there is very little doing, the high prices at home greatly curtailing the indents that are going through, especially in dyed goods, while prints are much over the ideas of operator's here. Turkey reds were decidedly weak at the Nie Kee Auction on the 17th inst., but at this morning's sale, though somewhat irregular, the average was rather better. In the fast blacks it was the other way about, a two to three mace drop being frequent. **Woollens.**—There has been great irregularity displayed at the auctions, so much so that it is difficult to define the position of the market from them. The general impression is that these goods are firmer, however. **Cotton Yarn.**—India.—Only a fair amount of buying has been done this week and on much the same lines as described in our last, namely, the No. 10s. for Kioochow, Tientsin and Szechuen, and the rest for the River and Szechuen. Prices are all in and out and seem to bear no relative regularity now. No. 20s look particularly weak.

MISCELLANEOUS IMPORTS.

COTTON YARN.—Market opened at irregular rates and a decline of about \$10 to \$12 for No. 10s, \$8 to \$10 for No. 12s, and \$5 to \$7 for No. 20s, has taken place. Sales of about 2,000 bales are reported to have been made. Quotations are No. 10s at \$75 to \$95; No. 16s, at \$102 to \$126; and No. 20s, at \$103 to \$132. Arrivals 18,500 bales; sales 2,000 bales; shipments 11,500 bales; bargains 75,000 bales. Unsold stock 92,000.

Bombay—Nos. 10 to 20, ...\$80.00 to \$125.00
English—Nos. 16 to 24, ...135.00 to 140.00
" 22 to 24, ...140.00 to 145.00
" 28 to 32, ...150.00 to 155.00
" 38 to 42, ...160.00 to 165.00

COTTON PIECE GOODS.—Market flat. Nothing doing.

per piece
Grey Shirtings—7 lbs.\$2.40 to \$2.50
8.4 lbs. 3.00 to 3.70
9 to 10 lbs. 4.00 to 4.80
White Shirtings—54 to 56 rd. 2.70 to 2.80
58 to 60 " 3.00 to 3.20
64 to 66 " 3.25 to 3.30
Fine 5.50 to 7.00
Book-folds 5.00 to 7.75

Victoria Lawns—12 yards ... 0.60 to 1.50
T-Cloths—6lbs. 32 in. (Ord'y) 2.00 to 2.20
7lbs. 32 " " 2.25 to 3.75
6lbs. 32 " (Mexs). 2.20 to 2.35
7lbs. 32 " " 2.40 to 3.05
8 to 8.4 oz., 36 in. 3.00 to 3.70

Drills, English—40 yds., 13½ } 4.50 to 7.25
to 14 lbs. }

FANCY COTTON.—Small sales. Market quiet. per piece

Turkey Red Shirtings—1½ to } \$1.75 to \$4.50
8 lbs. }

per yard
Brocades—Dyed\$0.12 to \$0.15
Chintzes—Assorted 0.07½ to 0.30
Velvets—Black, 22 in., 0.23 to 0.45
Velveteens—18 in., 0.22½ to 0.25

per doz.
Handkerchiefs—Imitation Silk \$0.80 to \$1.50
WOOLLENS.—Market sick. Small sales.

MISCELLANEOUS EXPORT.

Per M. M. steamer Tonkin, sailed on 27th Nov. For Marseilles:—263 bales raw silk, 50 bales waste silk, 102 bales pierced cocoons, 3 cases silk piece goods, 77 packages human hair, 15 cases feathers, 94 cases tea, 15 cases provisions, 18 cases ylang ylang oil, 14 cases sundries. For Lyons:—277 bales raw silk. For London:—1 case glassware.

SHARE REPORTS.

HONGKONG, 30th November, 1906.—The conditions of the market remain unchanged, and we have no special features to report. Rates have ruled steady with, in some cases, a tendency upwards, but the tendency is so slight and so undetermined that it cannot be counted on to continue.

BANKS.—Hongkong and Shanghai have been placed at the reduced rate of \$805, and close quiet at that rate; the London rate is £93. 10s. Nationals remain unchanged and without business.

MARINE INSURANCES.—Unions have declined to \$762½ with sales. Yangtszes have been done in the north at \$160. Cantons continue on offer at \$300 with finding buyers, and North Chinas remain unchanged and without any local business. China Traders could be placed at \$95, but none are forthcoming.

FIRE INSURANCES.—Hongkongs have again been done at \$335, and close with further buyers. Chinas have been negotiated at \$95 during the week, closing with sellers at that rate.

SHIPPING.—Hongkong, Canton and Macao continue weak, and sellers at \$27½ have met with no response. At time of closing an offer of \$27½ would probably bring out a few shares; sales at \$27 are reported. Douglasses have been placed at \$39, and close quiet. Indos have been dealt in to some extent, and sales have been made at \$78, \$79 and \$80 for cash, a demand for December delivery meeting with no response. At time of closing shares are probably obtainable at \$80; for March and June deliveries the rate is considerably lower, sellers failing to find buyers at any comparative reasonable rate. The other stocks under this heading call for no special notice.

REFINERIES.—Sales of China Sugars are reported during the week at \$143, \$142 and \$141, the market closing with sellers at the last rate. Luzons remain unchanged and without business.

MINING.—Charbonnages remain unchanged and without business, and Raubs continue neglected with no sales to report.

DOCKS, WHARVES, AND GODOWNS.—Hongkong and Whampoa Docks have ruled rather weaker, and sales have been effected at \$150, the market closing with sellers at that rate. Kowloon Wharves continuing in demand at \$88½ without bringing out any shares the rate rose to \$90, at which several lots changed hands, and the market closes with further buyers at that rate. Shanghai Docks have ruled erratic during the week with sales between Tls. 109 and Tls. 105 for cash, the market closing with sellers in the north at Tls. 105 cash, and at the same rate as far forward as March. At a meeting held in Shanghai on the 27th inst. the resolution to convert the old dock property into a new Wharf and Godown Co., passed at a previous meeting, was confirmed. Hongkew Wharves remain steady in Shanghai at Tls. 230. New Amoy Docks continue neglected.

LANDS, HOTELS, AND BUILDINGS.—Hongkong Lands continue to rule steady at \$104 buyers, while sales have been made during the week at \$105, the market closing with sellers at the latter rate and buyers at the former. We have nothing else to report under this heading.

COTTON MILLS.—All the Northern mills have improved, and Ewos close at Tls 78 buyers, Internationals at Tls. 65, Laou Kung Mows at Tls. 89, and Soychees at Tls. 330. Hongkongs remain unchanged and without business.

MISCELLANEOUS.—China Providents are enquired for at \$9.15, but we have no sales to report. Green Islands have improved to \$19½, and are in some demand at that rate. Tramways, Ropes and Morning Posts have changed hands at quotations, and Watsons have been placed at the reduced rate of \$11.60 ex div. of \$40 cents paid on the 29th inst. We have nothing further to report.

Closing quotations are as follows:—

COMPANY.	PAID UP.	QUOTATIONS.
Alhambra	\$200	\$120
Banks—		
Hongkong & S'hai..	\$125	\$805, London, £93. 10s.
National B. of China		
A. Shares	£6	\$47, buyers
Bell's Asbestos E. A..	12s. 6d.	\$7, sellers
China-Borneo Co.....	\$12	\$10, sellers
China Light & P. Co.	\$10	\$10, sellers
China Provident	\$10	\$9.15, buyers
Cotton Mills—		
Ewo.....	Tls. 50	Tls. 78
Hongkong	\$10	\$13, sellers
International	Tls. 75	Tls. 65.
Laou Kung Mow	Tls. 100	Tls. 89.
Soychee	Tls. 500	Tls. 330, buyers
Dairy Farm	\$6	\$17
Docks & Wharves—		
H. & K. Wharf & G.	\$50	\$90, sales & buy.
H. & W. Dock	\$50	\$150, sellers
New Amoy Dock	\$61	\$163, sellers
Shanghai Dock and	Tls. 100	Tls. 105.
Eng. Co., Ltd	Tls. 100	Tls. 230.
S'hai & H. Wharf...		
Fenwick & Co., Geo...	\$25	\$22, sellers
G. Island Cement	\$10	\$191, buyers
Hongkong & C. Gas...	\$10	\$175, buyers
Hongkong Electric...	\$10	\$15, buyers
H. H. L. Tramways...	\$100	\$215 sales
Hongkong Hotel Co...	\$50	\$112½
Hongkong Ice Co.....	\$25	\$235, sellers
Hongkong Rope Co...	\$10	\$23 sales & sellers
H'kong S. Waterboat.	\$10	\$7, buyers
Insurances—		
Canton	\$50	\$300, sellers
China Fire	\$20	\$95 sales & sellers
China Traders	\$25	\$95, buyers
Hongkong Fire	\$50	\$335, sales & buy.
North China	\$5	Tls. 85
Union	\$100	\$762½, sales
Yangtsze	\$60	\$100.
Land and Buildings—		
H'kong Land Invest.	\$100	\$104, buyers
Humphreys' Estate	\$10	\$111, sellers
Kowloon Land & B.	\$30	\$39 sellers
Shanghai Land	Tls. 50	Tls. 96, x. n. issue
West Point Building	\$50	\$50, sellers
Mining—		
Charbonnages	Fcs. 250	\$450, nominal
Raubs	18. 10	\$81.
Philippine Co.	\$10	\$5
Refineries—		
China Sugar	\$100	\$141.
Luzon Sugar	\$100	\$22, sellers
Steamship Companies		
China and Manila...	\$25	\$23, sellers
Douglas Steamship	\$50	\$40, sellers
H., Canton & M.	\$15	\$27½, sellers
Indo-China S. N. Co.	\$20	\$80.
Shell Transport Co.	\$21	\$17, sellers
Star Ferry	\$10	\$26, buyers
Do. New	\$5	\$17½, buyers
South China M. Post.	\$25	\$22.
Steam Laundry Co.	\$5	\$5.75
Stores & Dispensaries.		
Campbell, M. & Co.	\$10	\$32
Powell & Co., Wm.	\$10	\$8, sellers
Watkins	\$10	\$3, sellers
Watson & Co., A. S.	\$10	\$11.60, sales and buyers x. d.
United Asbestos	\$4	\$9, buyers
Do. Founders	\$10	\$150, sales

VERNON & SMYTH Brokers.

MEASRS. J. P. Bisset & Co. share report for the week ending November, 22nd, 1906, states:—Business has been confined to very small lines during the past week, and there has been a fall in the price of nearly all stocks, with the excep-

tion of Shanghai and Engineering Co. Shares, which have firmed up, and now find buyers at Tls. 109 for December, with very few shares coming out. Banks.—No business reported. Hongkong quotes \$100 buyers. The latest London quotation is £95. The T. T. rate on London to-day is 3/11. Marine and Fire Insurance.—Yangtsze Insurance Company Shares have changed at Tls. 160 at exchange 73. Shipping.—Indo-Chinas are wanted at Tls. 53 cash and Tls. 54 December, but there are few shares offering. Shanghai Tug Boat Shares are offering at Tls. 55 for the ordinary shares, and Tls. 50 for the preference shares. Docks and Wharves.—Shanghai Dock and Engineering Co. Business has been reported during the week at Tls. 107 for cash, Tls. 107 and Tls. 109 for December, closing with buyers at the latter rate. Shanghai and Hongkew Wharves were dealt in at Tls. 232½ cash, 232½ and 231 December, closing easy at the latter rate. Sugars.—An operation is reported in Peraks at Tls. 90. Lands.—Business has been done in old issue shares at Tls. 97; the new shares are quoted at Tls. 57. Mining.—No business reported, but Kaipings are in demand at Tls. 9.85, and if shares could be obtained probably a better price could be had. Industrial.—International Cotton Mills have been dealt in at Tls. 66 for December, ex dividend, and Laou Kung Mows are wanted at Tls. 92 for December. Shanghai Gas Company Shares have changed hands at Tls. 105 for a small number. Langkats. Business has been reported at Tls. 243 and Tls. 242½ December, but there are now sellers at Tls. 240 for December. Shanghai Sumatra Shares. A single transactions is reported at Tls. 87½. Kalumpung Rubber Shares. A small lot changed hands at Tls. 37 and more shares are wanted at this rate. Stores and Hotels.—Central Hotel Shares are quoted at \$16. Aster House Hotels at \$29. Weeks and Company at \$21, Moutries at \$67, and Dunning's at \$54. Miscellaneous.—Shanghai Electric and Asbestos Company are quoted at \$25. Loans and Debentures.—No business reported.

EXCHANGE.

FRIDAY, Nov. 30th.

ON LONDON.—Telegraphic Transfer...	2/3½
Bank Bills, on demand	2/3½
Bank Bills, at 30 days' sight.....	2/3½
Bank Bills at 4 months' sight	2/3½
Credits, at 4 months' sight	2/3½
Documentary Bills, 4 months' sight 2/4½.	
ON PARIS.—	
Bank Bills, on demand	287½
Credits 4 months' sight.....	292
ON GERMANY.—On demand	233½
ON NEW YORK.—	
Bank Bills, on demand ..	55½
Credits, 60 days' sight	56½
ON BOMBAY.—	
Telegraphic Transfer	168½
Bank, on demand.....	169
ON CALCUTTA.—	
Telegraphic Transfer	168½
Bank, on demand.....	169
ON SHANGHAI.—	
Bank, at sight	72½
Private, 30 days' sight	73½
ON YOKOHAMA.—On demand.....	111½
ON MANILA.—On demand	111½
ON SINGAPORE.—On demand.....	2½ p.m.
ON BATAVIA.—On demand	137½
ON HAIPHONG.—On demand	1½ p.m.
ON SAIGON.—On demand	1 p.m.
ON BANGKOK.—On demand	82½
SOVEREIGNS, Bank's Buying Rate	\$3.70
GOLD LEAF, 100 fine, per tael	\$46.40
BAR SILVER, per oz.	32½

FREIGHT.

Messrs. Wheelock & Co.'s Freight Market Report, dated Shanghai 22nd November, 1906, states:—Our homeward freight market is beginning to feel the approach of the winter season already, and although the hide and wool seasons are commencing, they do not nearly make up for the tea which is now drawing to a close. Coastwise.—Although we cannot say that rates have dropped as yet, there are signs of their weakening owing to the near closing of the Northern Ports and the falling of the water in the Yangtsze river, which precludes almost all but the River-boats from going up to Hankow. This is bound to throw some tonnage on the market, and matters being far from brilliant in the south where already several boats have begun to lay up, we are afraid we have to look forward to a very dull time for the next few months.

SHIPPING

ARRIVALS AND DEPARTURES SINCE LAST MAIL.

November—

ARRIVALS

- 25, Ivy, American ship, from Shanghai.
 26, Daphne, German str., from Chefoo.
 26, J. B. A. Kessler, Dut. str., from Singapore.
 26, Kalgan, British str., from Tientsin.
 26, Loongsang, British str., from Manila.
 26, Rubi, British str., from Manila.
 26, Tamba Maru, Jap. str., from Shanghai.
 27, Coptic, British str., from San Francisco.
 27, Eastern, British str., from Kobe.
 27, Esang, British str., from Chefoo.
 27, Hailan, French str., from Pakhoi.
 27, Haimun, British str., from Coast Ports.
 27, Hangsang, British str., from Shanghai.
 27, J. Diederichsen, Ger. str., from K'chauwan.
 27, Kolsichang, German str., from Canton.
 27, Laisang, British str., from Calcutta.
 27, Lennox, British str., from Callao.
 27, Nikko Maru, Japanese str., from Nagasaki.
 27, Nubia, German str., from Hamburg.
 27, Polynesien, French str., from Marseilles.
 27, Wingsang, British str., from Newchwang.
 28, Chiynen, Chinese str., from Canton.
 28, Helene, German str., from Hoihow.
 28, Joshin Maru, Japanese str., from Tamsui.
 28, Kaifong, British str., from Cebu.
 28, Kinkiang, British str., from Canton.
 28, Meefoo, Chinese str., from Shanghai.
 28, Nanchang, British str., from Chefoo.
 28, Siam, Danish str., from Vladivostok.
 28, Tinhow, British str., from Hoihow.
 28, Yanginoo, Korean str., from Kuchinotsu.
 29, Cairo, Norwegian str., from Sourabaya.
 29, Clara Jabsen, German str., from Bangkok.
 29, Delhi, British str., from Bombay.
 29, Gonawanda, British str., from S. Francisco.
 29, Liangchow, British str., from Tientsin.
 29, Malta, British str., from Shanghai.
 29, Mathilde, German str., from Haiphong.
 29, Taieban, British str., from Anghin.
 29, Telemachus, British str., from Saigon.
 29, Teucer, British str., from Manila.
 29, Tingsang, British str., from Shanghai.

November— DEPARTURES

- 25, Flintshire, British str., for London.
 25, Wongkoi, German str., for Bangkok.
 26, Hanoi, French str., for Haiphong.
 26, Hangchow, British str., for Canton.
 26, Namur, British str., for Shanghai.
 26, Oceana, British str., for Calcutta.
 27, Holstein, German str., for Haiphong.
 27, Kwangtah, Chinese str., for Shanghai.
 27, Progress, German str., for Tonkin.
 27, Quinta, German str., for Canton.
 27, Samsen, German str., for Amoy.
 27, Tean, British str., for Manila.
 27, Tonkin, French str., for Europe.
 27, Tosa Maru, Japanese str., for Seattle.
 27, Tremont, American str., for Tacoma.
 28, Andalusia, German str., for Shanghai.
 28, Athenian, British str., for Vancouver.
 28, Binh-Thuan, French str., for Hongay.
 28, Dakotah, British str., for San Francisco.
 28, Esang, British str., for Canton.
 28, Gregory Apar, British str., for Calcutta.
 28, Hangsang, British str., for Canton.
 28, Hongkong, French str., for Haiphong.
 28, Kalgan, British str., for Canton.
 28, Nubia, German str., for Shanghai.
 28, Polynesien, French str., for Shanghai.
 28, Ras Dara, British str., for Calcutta.
 28, Shoshu Maru, Japanese str., for Swatow.
 28, Soudan, British str., for Singapore.
 28, Tamba Maru, Japanese str., for London.
 28, Wingsang, British str., for Canton.
 29, Dehne, German str., for Vladivostok.
 29, Hailan, French str., for Hoihow.
 29, Haimun, British str., for Coast Ports.
 29, Kiyo Maru, Japanese str., for Saigon.
 29, Machew, German str., for Bangkok.
 29, Meefoo, Chinese str., for Canton.
 29, Minnesota, Amr. str., for Seattle.
 29, Nanchang, British str., for Canton.
 29, Siam, Danish str., for Singapore.
 29, Tinhow, British str., for Saigon.

PASSENGERS.

ARRIVED

Per *Eastern*, from Kobe, &c., for Manila, Mr. and Mrs. C. B. Hatheway, Mrs. Wm. Forbes, Miss S. Hallowell, Miss E. Emerson, Miss M. Loughton, Miss E. Forbes, Miss M. McKay, and Mr. L. Warner; for Sydney, Miss Blomfield; for Melbourne, Miss Green and Miss Abbott.

Per *Roon*, for Hongkong from Yokohama, Mr. Ed. Raymond; from Kobe, Messrs. G. Vossen, F. Vossen, L. Vossen, A. Vossen, Violet Pierce, C. R. Lane, W. A. Russell, Roy E. Pierce, Theron F. Pierce, Ferdinand Thierios, Chas. Hugo Bade and Alex. Thaler; from Nagasaki, Messrs. J. Noble, Matsuki Rei and H. Harius; from Shanghai, Capt. Large, Mr. H. Reiss, Capt. T. Sembill, Messrs. C. Danenberg, E. Goetz, General Consul Krien, Messrs. C. Pemberton, Verley, F. S. Brockman, Francois Dareau, O. Struckmeyer, Mrs. Sembill, Mr. Gertrud Harms, Miss Kellis, Messrs. Rafael Romero and J. Bray.

Per *Doric*, from San Francisco, &c., Mr. and Mrs. J. A. Macaulie, Miss Flossie Macaulie, Miss G. Wonnick, Mr. and Mrs. T. Cahill, Mrs. E. Holly, Mrs. C. Richards, Miss Nellie Zwemer, Miss G. Mills, Mr. and Mrs. J. E. Lilly, Messrs. H. J. Marsh, D. T. Ivins, Major Hutchinson, Mrs. W. H. Harris, Mr. and Mrs. Geo. C. Apple, Mr. W. E. Jones, Mrs. M. A. Tuttle, Mr. and Mrs. W. F. Moore, Mr. and Mrs. F. V. A. Loucks, Rev. D. S. Tappan, Messrs. Bart Shea, F. T. Freeland, A. C. Zion, Egbert J. Parker, L. E. Bennett, W. J. Carr, Dr. A. N. Stark, Mr. and Mrs. J. S. Stone, Miss Stone, Miss B. Davis, Miss E. Thompson, Miss E. M. Conkey, Mr. A. F. Judd, Lady Alexander, Messrs. Wilham Pacher, G. J. Wagner and P. E. Mack.

Per *Prinz Regent Luitpold*, for Hongkong from Hamburg, Miss Johanna Roeder; from Southampton, Mrs. Kemp, Mr. Frank McRobbie, Miss A. H. M. Tapson, Miss A. A. Bolton, Mr. P. Winning, and Mrs. J. Reynell; from Genoa, Messrs. H. Baamley, C. Ingenohl, Mrs. H. J. Bennett, Messrs. Techt, Gustav Hars, Clement Olivieri, Oliva Sartin, Capt. E. F. Bunje, and Mr. P. Hardman; from Port Said, Mr. S. Walker; from Colombo, Mr. and Mrs. H. W. Kempster, Miss E. Mammatt, Mrs. Herbert Bent, Messrs. Jean Emilien and Visim; from Singapore, Messrs. John F. Pawsey, Jacoby, Ch. A. Squires, and Theada.

Per *Namur*, from London for Hongkong, Mr. and Mrs. and Miss Lammert and infant, Miss Aitken, Dr. B. L. Paton, Rev. and Mrs. de Studdert and 2 children, Miss Ohlsen, Dr. McDouall, Mrs. Logan, Dr. and Mrs. Gibson, Mrs. Butterworth, Miss Boyle, Miss Macgowan, Mr. E. Owen, Miss G. Mack, Mrs. Hinds and child, Surg. Holmes, Asst. Pay. Messenger, Messrs. Turner, H. V. Wilkinson, Miss G. Parker; for Shanghai, Mr. Spreckley, Dr. G. Hadden, Miss Christie, Messrs. Ibbotson, W. Ballantyne, T. J. Rogers, W. A. Ray, Miss Harris, Miss Gray, Major Boisragon, Messrs. Loggoy, Leach, Beilley, Grainger, N. Williams, H. M. Alcock, and Mrs. Beilley; for Yokohama, Mrs. and Miss McDonald, Mr. G. Parsons, Miss Hardy, Miss Melheush, and Mr. Gordon.

Per *Tonkin*, for Hongkong from Yokohama, Rev. Harois, Messrs. R. Mody and Galimberti; from Kobe, Messrs. J. de Gast and G. Lyons; from Shanghai, Lieut. J. M. Smith, Messrs. G. Richards, E. Rayss, Meyer, Mrs. Schroter, Messrs. R. Macaulay, A. Stein, B. L. Newmann, MacDonald, Mr. and Mrs. Horsey, Mr. and Mrs. Fisher, Mr. A. Silva, Mr. and Mrs. Waesler, Mr. Andre, Mrs. Barrett, Messrs. C. J. Stewart, J. Hindekoper, Sister Beatrix, and Mr. Mear; for Saigon from Shanghai, Messrs. J. Dore and J. Pasli; for Singapore from Yokohama, Mrs. Ste. Luise, Mrs. Ste. Madeleine; from Shanghai, Messrs. Derouzier, Nigel Brock, Wm. Smith, Miss Sentuza, and Mr. Auslander; for Colombo from Shanghai, Mr. E. Chaise, Mrs. Eda Pikowski, and Mr. J. Neubrunn; for Marseilles from Yokohama, Mr. and Mrs. Freire and infant Rev. Etienne, and Mr. Nareis Marti; from Shanghai, Messrs. O'Neill, Charrey, J. Planm, Paul Kremer, Paul Nivais, Guerio, A. Silva, Sister Ricaud, Sister Bushmann, Miss Ly, and Mr. Dicharry.

Per *Nikko Maru*, from Nagasaki for Hongkong, Mrs. Lyons, Miss Matheson, Messrs. I. Aldanese, H. Darton, Mrs. Karmen, Mrs. Swera, and Mrs. Polli; for Manila, Consul S. Akatsuka, Mrs. Akatsuka and child, Bishop J. Johnson, Rev. and Mrs. M. Johnston, Mrs. H. Wise, Mrs. E. Robertson, Miss Robertson, Dr. and Mrs. C. Farr, Mrs. Farr, Mrs. E. Pratt, Mrs. J. Barney, and Mr. C. Birch; for Sydney, Mrs. Reid, Miss B. Reid, Miss M. Reid, Mrs. J. Russell, Mrs. S. Wilson, Master H. Wilson, Mr. G. Denbigh, Miss E. Denbigh, Miss R. McFerran, Mr. G. Smith, Mr. and Mrs. J. W. Clayton, and Mr. C. Mackinnon; for Melbourne,

Mr. R. Gallitt, Mrs. E. Stephens, Miss M. Wynne, and Miss E. M. Bryans.

Per *Coptic*, from San Francisco, &c., Mr. and Mrs. W. S. McLeod, Dr. and Mrs. W. A. Christensen and infant, Miss S. T. Ragon, Messrs. H. G. Waddle, L. Snively, S. J. Waddington, Rev. and Mrs. W. J. Clark, Messrs. W. R. Oberlander, S. L. Fowler, J. B. Ferris, J. A. Stader, S. V. Cortelyou, R. Birch, F. Oclassen, E. M. James, F. R. Jensen, J. Allred, W. Vignhart, C. J. Guager, S. Schattschneider, B. von Schmelling, Mr. and Mrs. C. E. Dibble and 2 children, Messrs. C. A. Smith, F. D. Kelly, A. P. Sedgley, P. Rhodes, W. T. Bertin, O. Brown, Lieut. and Mrs. C. Burnett, Mr. S. D. Duck, Mrs. S. M. Kinney, Misses S. and M. Kinney, Mr. and Mrs. C. J. McNitt, Mr. E. Mallory, Lieut. A. E. Brown, Messrs. C. E. Parsons, W. Holland, W. G. Hoffmark, S. Stickney, C. F. Richmond, Dr. B. L. Burdette, Messrs. T. A. Stickle, T. J. Ryan, Mr. and Mrs. C. J. Farrow, Misses E. and M. Mellen, and Capt. W. Benson.

Per *Polynesien*, for Hongkong from Marseilles, Mr. and Mrs. Warlomont and infant and Mr. Lacroix; from Colombo, Miss Humphrey and Mr. Dumo; from Singapore, Mr. Stewart and Dr. Kew; from Saigon, Mrs. Biedermann, Messrs. P. G. Elliot, A. Rene, and Lapouyade; for Shanghai from Marseilles, Mr. and Mrs. Rognon, Messrs. P. Huber, J. N. H. Osborne, Narzoli, Reversee, Mr. and Mrs. Casaux and child, Mr. and Mrs. Tillot, Mr. Juvet, Mr. and Mrs. Johnston, Messrs. Gaudineau, Fitz Henri, Miss Caillez, Mr. Pernot, Mr. and Mrs. Imbourg, Rev. P. Gutinelle, Mrs. Ravetta, Messrs. Beauvais, Sharbeck, Nicolai, Garti, Combe Franz, and Cheneval; from Port Said, Messrs. Salomon and Sierbs; from Colombo, Miss Fiobbon and Mr. Ravetta; from Singapore, Mr. and Mrs. Dieppenheim, Mrs. Rosenthal, Messrs. Schaeppmann and C. Schepherd; from Saigon, Mr. Dughton; for Kobe from Marseilles, Mrs. Lyons and Miss Roseblat; for Yokohama from Marseilles, Mr. and Mrs. Viel, Mr. Fevre and son, Mr. and Mrs. Marthoud; from Saigon, Messrs. H. Dumond, P. Guerin and G. Choguard.

Per *Delhi*, for Hongkong from London, Messrs. Gordon Thomson, R. R. Turner and G. Payne; from Marseilles, Mrs. Stevenson and Mr. L. J. C. Borowski; from Bombay, Messrs. Prince, Gordon, Fay, Lummes, Bartsch and Yenmans; from Penang, Mr. D. Lewis; from Singapore, Capt. and Mrs. Cornand and infant, and Mr. Guthrie; for Shanghai from London, Capt. W. D. Welsh and Mr. M. Bull; from Marseilles, Mr. and Mrs. A. P. Burkhill, Mr. and Mrs. J. L. Scott, Messrs. C. W. Elsworth, Mancher, W. W. Dickinson, H. D. Hutchison and R. M. Gorton; from Bombay, Mrs. Sorabshaw and Mrs. Viccajee and infant; for Kobe from London, Mr. A. M. Learmouth; for Yokohama from Marseilles, Mr. and Mrs. W. E. Firth.

Per *Malta*, from Shanghai for Hongkong, Dr. Aira, Mr. and Mrs. Fiddler and 2 children, Mr. W. D. Dehen, Mrs. Hutton and infant, Messrs. J. C. Peter, A. Moir, Thoreson, I. Schwartz, R. H. McGarth, A. Hildebrandt, M. M. Murray, Thomas Fearnley and F. Jones; for Brindisi, Messrs. W. H. Marks, A. E. Fearnley, Mrs. S. P. Rohde and Miss Rohde; for Marseilles, Miss H. Davies, Miss F. M. Williams; for London, Mr. and Mrs. Leonard Ashby, Mrs. Martin, Mrs. Martin and 3 children, Miss E. Couthard, Messrs. W. F. Herbert, H. S. Sanders and C. J. Graham; from Kobe for Marseilles, Mr. and Mrs. R. C. K. Johnson.

DEPARTED

Per *Prinz Regent Luitpold*, for Shanghai, Messrs. Law, K. Pendor, A. Struckmeyer, F. P. d'Almeida, Dannenberg, Carl Zorn and Thiel, Capt. Clarke, Miss F. Almeida and Miss Sperrg; for Nagasaki, Mr. A. Schwarzenberg.

Per *Tonkin*, for Saigon, Mr. Jacques Jessula; for Singapore, Mr. and Mrs. H. L. Talbot and 2 children, Messrs. C. W. Rogg, W. C. Struter, Henry H. Palmer, Mrs. Baronin v. Maltzon, Messrs. Wilhelm Pacher, Thomas Robertson, G. A. Warren, G. A. A. Frieswyk, and Dr. Schweizer; for Colombo, Mr. J. Cooper Keith and 2 daughters Rev. and Hon. T. R. Heneage, and Mrs. Fogel; for Marseilles, Messrs. Longain, J. F. Mear, Le Morvan and Pierre M. Laties.

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